

FICA® Account Custody Agreement: Star Ohio^{1 2}**U.S. Bank National Association****Client's Name:** _____**Date:** _____

This agreement (“Agreement”) describes the terms of the FICA custody account (“FICA Account”) that we, U.S. Bank National Association, are creating for you, the entity indicated above. This Agreement outlines the rights and responsibilities of each party, the services we intend to provide, and other information you should know.

The FICA® Account Terms and Conditions: Star Ohio (*Effective January 1, 2020*) attached as Annex A to this Agreement (“FICA Program Terms and Conditions”) are hereby incorporated by reference and made a part of this Agreement. Capitalized but undefined terms used herein shall have the respective meanings set forth in the FICA Program Terms and Conditions. By signing this Agreement, you are also confirming your appointment of StoneCastle Cash Management, LLC (“StoneCastle”), to act as your authorized agent to conduct the activities set forth in the FICA Program Terms and Conditions.

Please read this Agreement and the FICA Program Terms and Conditions carefully before signing this Agreement.

1) Our Commitments**We agree:**

- a) To create and maintain a FICA Account for you, which is a custody account, in which we will custody funds you transmit to us as part of the FICA Program and your deposits in the Depository Accounts at Insured Depositories. For purposes of this Agreement, an “Insured Depository” shall be a commercial bank or savings institution the deposits of which are insured by the Federal Deposit Insurance Corporation (“FDIC”).
- b) To transfer uninvested funds in your FICA Account to Depository Accounts at Insured Depositories, in accordance with instructions we receive from StoneCastle.
- c) To transfer uninvested funds in your FICA Account to you, in accordance with instructions from you or others you may authorize, and subject to the FICA Program Terms and Conditions and all applicable laws and regulations.

Our custody services:

- a) Act as your custodian with respect to funds you transmit to us as part of the FICA Program and your deposits in the Depository Account(s) at each Insured Depository.
- b) Keep records as to the amount of your money on deposit in each Insured Depository.
- c) Collect interest on deposits that you have in Depository Accounts at Insured Depositories and credit such interest to your FICA Account as directed by StoneCastle pursuant to the FICA Program Terms and Conditions.
- d) Make payments from your FICA Account that you instruct us to make from uninvested cash or, with respect to the payment of FICA Fee that StoneCastle instructs us to make on your behalf.
- e) Keep records of all transactions and holdings in your FICA Account.
- f) Provide periodic electronic statements of account activity, account balances, tax reporting information, if applicable, and any other legally required information.

¹ Items required for instructions are located on page 7.

² Contact information is located on page 8.

2) Your Commitments

You agree:

- a) To have us open a FICA Account for you, to appoint us the custodian for all assets you deliver to this account, and to allow us to provide the services described in this agreement.
- b) To provide the names and signatures of all persons authorized to give instructions or otherwise deal with us, along with sufficient documentation showing this authorization (such as a resolution, incumbency certificate, certificate of authority and the like). In addition, you agree to indicate any limitations on an individual's authority, and to notify us in writing of any changes in these arrangements (including providing any new names, signatures, or changes of address). In this regard, you agree that we shall follow the instructions of StoneCastle, your authorized agent, to conduct the activities set forth in the FICA Program Terms and Conditions and to transmit to us all information needed to maintain your account, such as address changes, authorization and delivery instructions for your electronic account statements, ACH instructions and verification of wire transfer instructions, if any.
- c) To accept full responsibility for all actions resulting from instructions given by StoneCastle and/or any other authorized person, acknowledging that as custodian we are not responsible in any way for investment decisions regarding the assets in your account.
- d) To ensure that the instructions we receive from you, or on your behalf, are in good order.
- e) To accept periodic electronic statements as sufficient information concerning transactions in your FICA Account, unless you indicate otherwise in the signatures section or in subsequent notice to us.
- f) To notify us immediately in writing of any discrepancy in a periodic account statement, and you agree that the absence of any notice to us within thirty (30) days of the statement date is the same as a written confirmation that you accept the statement, and all positions and transactions shown on it, as is.
- g) To provide us with sufficient information to allow us to verify your identity in accordance with applicable legal and regulatory requirements and to authorize StoneCastle and us to share all information that either of us may collect from or about you in connection therewith.
- h) To comply with all laws and regulations that apply to you and your relationship with us.
- i) To have us deduct the FICA Fee from your FICA Account in accordance with the FICA Program Terms and Conditions. In addition, you agree to pay us for any additional services to you, and our customary rates for similar accounts, with any fees, expenses or other amounts owing to us being calculated and deducted from your account in accordance with the FICA Program Terms and Conditions. Please see the FICA Program Terms and Conditions Section 9 "Account Fees and Charges."
- j) To follow the appropriate procedures when closing your account, as provided on page 7 below under "Closing An Account."
- k) That we shall have no duties, obligations or responsibilities under this Agreement except for such duties as are expressly and specifically set forth in this agreement as duties to be performed by us, and that no implied duties, obligations or responsibilities shall be read into this Agreement against or on the part of U.S. Bank National Association.
- l) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, we will ask for documentation to verify its formation and existence as a legal entity, and you agree to provide us with such documentation. We may also ask for financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation and you also agree to provide us with such information.

3) Communications Policies

You can transmit your instructions:

- a) In writing, with all necessary signatures and any other required documentation, delivered to a physical location or fax number indicated by us.
- b) By email to an address indicated by us, with a prompt follow-up confirmation in writing or by fax.
- c) Verbally (either by phone or in person), with a prompt follow-up confirmation in writing or by fax.
- d) Through StoneCastle pursuant to the FICA Program Terms and Conditions.

You and we agree that:

- e) We are permitted, but are not obligated, to act on verbal or email instructions prior to our receipt of proper written confirmation. Written instructions must be signed by someone who has authority to give instructions on the FICA Account.
- f) All communications in connection with this Agreement will be considered valid if delivered to the applicable address on the signature page.

4) Rights We Reserve

We reserve the right:

- a) To use our affiliates to perform services for your account.
- b) To charge your account a customary fee for any overdrafts.
- c) To reverse any transaction carried out in error.
- d) To take any steps we believe reasonable to exercise our powers and our obligations under this Agreement.
- e) To exercise any right under this Agreement or applicable law at any time, with the understanding that any delay or forbearance in executing a right will not be construed as a waiver of that right.

5) Limits of Our Responsibility

You agree that we are not responsible for, and agree to release and indemnify us for, any loss, cost, or other damage (including attorneys' fees) that may result:

- a) From investment management decisions and their outcomes, this being a custody account with us and not an investment management account.
- b) From following the terms of this Agreement.
- c) From acting to protect assets pending their distribution or other disposition.
- d) From any force or factor beyond our control, such as civil disturbances, attacks, war, acts of God, power or communications system failures, or the delay or negligence of others, or any other event of *force majeure*.
- e) From acting on any instructions we reasonably believe are authentic (whether verbal or in writing), including, without limitation, instructions from StoneCastle, or rejecting any instructions we reasonably believe are not authentic or are unauthorized.
- f) From delaying to act on any instructions we reasonably believe to be conflicting, incomplete, or otherwise not in good order.
- g) From assuming that all persons and entities authorized to provide instructions are in fact whom they are certified to be (both as to individual identity and to position held within an entity), until we have received a written notification otherwise.
- h) From taking, or abstaining from taking, any action in good faith based on legal advice from your or our lawyers.
- i) From any other actions we do or do not take, except to the extent determined to be caused by our own gross negligence or willful misconduct and in breach of the terms of this Agreement.

You also agree that in any event:

- j) We will be responsible only for direct damages, and not for any type of indirect, special, consequential, or punitive damages, even if we are aware of the potential for such damages.
- k) We are not responsible for the accuracy of information furnished by you or anyone else on your behalf.
- l) The FICA® Program and the FICA® Account are registered trademarks of StoneCastle or its affiliates, not U.S. Bank National Association or any affiliate of U.S. Bank National Association. U.S. Bank National Association is not affiliated with StoneCastle or StoneCastle Partners, LLC. Neither U.S. Bank National Association nor any affiliate of U.S. Bank National Association is liable or responsible in any manner whatsoever for the development of the FICA Program or the FICA Program Terms and Conditions, or the services provided including the FICA Account other than the custodian responsibilities specifically set forth in this Agreement and in the FICA Program Terms and Conditions. Neither U.S. Bank National Association nor any affiliate of U.S. Bank National Association is or will be liable or responsible in any manner whatsoever for StoneCastle's performance or any failure to perform StoneCastle's undertakings under the FICA Program or the FICA Program Terms and Conditions or in connection with the services including the FICA Account. In no event is U.S. Bank National Association or any affiliate of U.S. Bank National Association liable or responsible in any manner whatsoever for monitoring StoneCastle or selecting or monitoring the Insured Depositories.
- m) If wire transfer instructions are given to us in writing by or on your behalf, we are authorized (but not required) to seek confirmation of such instructions by telephone call-back to you or an authorized person for your FICA Account, and we may rely upon such telephonic confirmation of the instructions. You acknowledge and agree that this is a commercially reasonable security procedure.
- n) We are not obligated to make any independent investigation into the facts or matters stated in any notice, instruction, statement, certificate, request, waiver, consent or other paper or document provided to us.
- o) We shall not be liable for any action taken in good faith and reasonably believed by us to be within the powers conferred upon us under this Agreement.

- p) We shall not be deemed to have notice of any fact, claim or demand with respect to this Agreement unless actually known by an officer working in our corporate trust division or unless in writing received by us at the address mentioned on page 8 under “Contact Information” and specifically referencing this Agreement.
- q) No provision of this Agreement shall require us (i) to advance, expend or risk our own funds or (ii) to take action or forebear from action hereunder which might, in our reasonable judgment involve any expense or liability, unless we have been furnished indemnification acceptable to us.
- r) Our permissive right to take any action hereunder shall not be construed as a duty to do so.
- s) We may act or exercise our duties or powers hereunder through agents or attorneys, and shall not be liable for the actions of any such agent or attorney appointed and maintained by us with due care.
- t) Any corporation or association into which we may be merged or converted, or any corporation or association to which we may transfer all or substantially all of our corporate trust business, shall be our successor hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.
- u) We are not in any way liable for the acts or omissions of any Insured Depository and/or Sub-Custodian or their financial condition.

6) Terms Concerning This Agreement

Each party agrees:

- a) That this Agreement is binding on us and our successors and assigns.
- b) That this Agreement is binding on you and your successors and assigns, but that you will not assign this Agreement without our prior written consent.
- c) That if your interest in this account is assigned (in accordance with the FICA Program Terms and Conditions) or terminated for any reason, you or your successors and assigns are responsible for all obligations incurred in connection with your account, whether arising before or after the assignment or termination.
- d) That the provisions of Section 5 “Limits of Our Responsibility,” remain in effect even after your account is closed.
- e) That this Agreement may not be amended except in writing, and with the approval of you and us.
- f) That if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

7) Disclosures

You understand and acknowledge:

- a) That we may use your account assets to pay the fees and expenses set forth herein and in the FICA Program Terms and Conditions, including any amounts that may be owed us under Section 5 “Limits of Our Responsibility.”
- b) That the Depository Accounts are held in the name of a Sub-Custodian as custodian for persons and entities that are listed on its records, each acting for itself and on behalf of others.
- c) That this Agreement shall be governed by and subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflict of law provisions. Unless otherwise provided herein or in the FICA Program Terms and Conditions, StoneCastle, U.S. Bank National Association, a Sub-Custodian and the Insured Depositories may comply with applicable clearinghouse, Federal and correspondent bank rules in processing transactions for your FICA Account. You agree that neither Stone Castle nor U.S. Bank National Association is required to notify you of a change in those rules, except to the extent required by law.

- d) That any disputes will be subject to the exclusive jurisdiction of the State of Ohio's federal or state courts.
- e) As part of the FICA Program Terms and Conditions, to keep the terms of this Agreement confidential.

8) Signatures

By signing below:

- a) You represent that you are authorized to execute this Agreement.
- b) You agree that you have read and understand the terms of this Agreement, including:
 - i) FICA Program Terms and Conditions, including:
 - (1) our commitments;
 - (2) your commitments;
 - (3) our communication policies;
 - (4) the rights we reserve;
 - (5) the terms concerning this Agreement;
 - (6) the limitations on our responsibilities; and
 - (7) your agreement to release us from liability and hold us harmless.
- c) You agree to pay all fees incurred in the operation of your accounts as described in this Agreement.
- d) The officer signing for us indicates that we understand, accept, and will abide by, the terms of this Agreement

Accepted and Agreed to by:

Company Name: _____

Signature: _____

Name: _____

Title: _____

U.S. Bank National Association

Signature: _____

Name: _____

Title: _____

StoneCastle Cash Management, LLC

Signature: _____

Name: _____

Title: _____

ITEMS REQUIRED FOR INSTRUCTIONS

The following items are required for each instruction from the type of account indicated. Orders that lack these items may not be executed.

CORPORATION Either a certificate of action of the Board of Directors or a written request signed by any of the officers indicated below.

LLC A written request signed by one or more of its members. If a member is a corporation, the instruction must be signed by any of the corporate officers indicated below.

PARTNERSHIP A written request signed by all (or less than all, if appropriate documentation is provided to us) of the general partners, or by the managing general partner. If a general partner is a corporation, its instruction must be signed by any of the corporate officers indicated below. If a general partner is itself a partnership, its instruction must be signed by all (or less than all, if appropriate documentation is provided to us) of the general partners, or by the managing general partner.

ELIGIBLE OFFICERS

Chairman

President

Vice President

Secretary

Treasurer

Any other officer identified in an appropriate resolution or certificate of authority

CLOSING AN ACCOUNT

You and we each have the power to end this Agreement and close the account. There are two ways this could occur:

- you send us written instructions directly or through StoneCastle to close the account, signed by an authorized person(s)
- we send you written notice that we are closing your account

When an account is closed, we deliver all assets in the account to you, once we have received a receipt for them, minus any fees due under the terms of this Agreement. We also provide a final statement within 30 days of the closing.

CONTACT INFORMATION

StoneCastle Cash Management, LLC

152 West 57th Street

35th Floor

New York, NY 10019

PHONE (866) 343-5516

FAX (866) 343-5516

EMAIL clientservices@stonecastle.com

U.S. Bank National Association

Corporate Trust Services

One Federal Street, 3rd floor

Boston, MA 02110

Attention: Tara Nevins

PHONE (617) 603-6432

FAX (617) 603-6654

EMAIL tara.nevins@usbank.com

Client

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Email: _____

FOR INTERNAL USE ONLY	
Client Name:	Date:

FICA® Account Terms and Conditions: Star Ohio

Effective January 1, 2020

Introduction

The Federally Insured Cash Account program, also known as the FICA® Program (“FICA Program”), offered by StoneCastle Cash Management, LLC (“StoneCastle”) allows customers the ability to protect their money by placing it in deposit accounts at banks and savings institutions (collectively, “Insured Depositories”) in a manner that seeks to maintain full insurance of the funds by the Federal Deposit Insurance Corporation (“FDIC”). Funds will be deposited within StoneCastle’s network of Insured Depositories (“Deposit Network”).

The funds in your FICA Account will be held by U.S. Bank National Association (“U.S. Bank”), which will be acting as your custodian and as the custodian for the FICA Program. U.S. Bank, in its capacity as the FICA Program custodian, is referred to herein as the “FICA Custodian.” By opening a FICA Account, you are appointing StoneCastle as your program manager (“Manager”) and authorized agent as described herein.

StoneCastle will direct the FICA Custodian to deposit the funds that you deposit into your FICA Account (“Deposits”), along with funds from other participants in the FICA Program (each, a “FICA Depositor”) into one or more FDIC insured accounts (each, a “Depository Account”) at multiple Insured Depositories. The Depository Account(s) at each Insured Depository will be in the name of one or more sub-custodians (each, a “Sub-Custodian”) acting as custodian for the persons or entities who are listed on its records.

The money from your FICA Account is deposited at Insured Depositories in a manner currently designed to maximize FDIC insurance coverage which is fully guaranteed by the full faith and credit of the U.S. government. The FDIC Standard Maximum Deposit Insurance Amount (“SMDIA”) is currently \$250,000 per depositor, per insured depository.

The FICA Program deposit insurance limit can be obtained by calling (866) 343-5516.

These Terms and Conditions for the FICA Program are supplemental to those contained in your existing account agreements you were furnished in connection with opening your account with your investment advisor (“Advisor”), if applicable.

YOU UNDERSTAND THAT BY ENROLLING IN THE FICA PROGRAM, YOU ARE INSTRUCTING STONECASTLE AND THE FICA CUSTODIAN TO PLACE FUNDS RECEIVED FROM YOU INTO THE FICA PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE ENROLLING IN THE FICA PROGRAM.

By opening a FICA Account, you agree to the Terms and Conditions set forth herein.

1) Initial Deposit and Account Eligibility

The FICA Program does not require a minimum initial deposit to open a FICA Account and there is no minimum amount required for subsequent deposits. In order to obtain FDIC insurance in the FICA Program, you must provide proper and correct tax identification information to the FICA Custodian and StoneCastle.

The FICA Program is open to participants that are (a) both "accredited investors" under the Securities Act of 1933, as amended, and "qualified purchasers" under the Investment Company Act of 1940, as amended, and/or (b) U.S. (federal or state) governmental units.

The FICA Program is open to Benefit Plans (as defined below) with the prior approval of StoneCastle and the FICA Custodian, each at its discretion.

The term “Benefit Plans” is defined as (a) any “employee benefit plan” (as defined in Section 3(3) of Title I of ERISA) that is subject to the fiduciary responsibilities provisions of ERISA, (b) a plan described in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the “Code”) that is subject to Section 4975 of the Code, (c) any entity whose underlying assets include “plan assets” (within the meaning of the Plan Asset Regulations as in effect immediately after the effective date of Section 3(42) of ERISA as added by the Pension Protection Act of 2006) by reason of any such plan’s investment in the entity (or as such term is otherwise defined in the regulations promulgated by the U.S. Department of Labor under Section 3(42) of ERISA) or (d) any governmental plan which is subject to any statute, regulation, rule, policy or procedure similar to Section 406 of ERISA or Section 4975 of the Code.

2) Appointment of StoneCastle as your Agent

By opening a FICA Account, you are appointing StoneCastle as your Manager and authorized agent to direct the FICA Custodian pursuant to these Terms and Conditions, which StoneCastle may modify by notice to you. See Section 22 “Changes to Terms and Conditions.”

StoneCastle will select the Insured Depositories into which the funds in your FICA Account will be deposited. StoneCastle will act as your agent in directing the FICA Custodian to deposit funds from your FICA Account into the Depository Account(s) at the Insured Depositories. If you make a withdrawal request, StoneCastle will act as your agent in directing the FICA Custodian to withdraw funds from the Depository Accounts and crediting such funds to your FICA Account. The FICA Custodian will transfer funds from your FICA Account to you as you direct pursuant to instructions satisfactory to the FICA Custodian. StoneCastle will also act as your agent to forward to the FICA Custodian the information needed to maintain your account with the FICA Custodian.

3) Information about StoneCastle, the FICA Custodian and the Insured Depositories

StoneCastle is registered as an investment adviser with the Securities and Exchange Commission. StoneCastle is not, itself, a bank or broker-dealer. U.S. Bank is a national banking association. U.S. Bank is not affiliated with StoneCastle. StoneCastle has the right, in its sole discretion, to appoint a different custodian for your FICA Account with prior notice.

You agree that StoneCastle may direct funds in your FICA Account into Insured Depositories, including any Insured Depositories affiliated with StoneCastle, the FICA Custodian or any Sub-Custodian, subject to all applicable laws.

Each Insured Depository is a separate FDIC-insured depository institution. You can obtain publicly available financial information concerning any of the FDIC insured banks at www.fdic.gov or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429 or by phone at 877-275-3342. Neither StoneCastle nor the FICA Custodian guarantees the financial condition of any Insured Depository, or the accuracy of any publicly available information concerning an Insured Depository.

The Depository Account(s) at each Insured Depository will be in the name of one or more Sub-Custodians. Each Sub-Custodian will be either a “Bank” as defined in Section 2(a)(5) of the Investment Company Act of 1940 or a wholly-owned subsidiary of a Bank. U.S. Bank and its affiliates may serve as a Sub-Custodian.

4) Appointment of StoneCastle as your Agent.

By opening a FICA Account, you are appointing StoneCastle as your Manager and authorized agent to direct the FICA Custodian pursuant to these Terms and Conditions, which StoneCastle may modify by notice to you in accordance with Section 22 “Changes to Terms and Conditions.”

In its capacity as your Manager and authorized agent, StoneCastle will be authorized to: (i) keep records as to the amount of your money on deposit in each Insured Depository; (ii) take such action and sign all documentation which may be required for collection of any portion of the principal or interest on your FICA Account including any instrument required to affect any disposition of deposits; (iii) provide periodic electronic statements of account activity, account balances, tax reporting information, if applicable, and any other legally required information to receive payments for deposits and dispose of such payments as instructed; and (iv) provide the foregoing services to

you without charging any additional fees to you apart from a management fee (“FICA Fee”) that will be deducted from your FICA Account.

The FICA Custodian has no responsibility or liability with respect to the actions or omissions of StoneCastle; it has no duty to oversee, monitor or supervise StoneCastle, and has no duty to investigate, confirm, verify or otherwise inquire into any instruction it receives from StoneCastle (or concerning the authority or accuracy thereof) with respect to your funds or your FICA Account. The FICA Custodian will not be privy to instructions you may send to StoneCastle from time to time.

5) Transfers and Interest.

Interest rates paid on deposits in Depository Accounts are determined by the Insured Depositories in their discretion based on prevailing economic and business conditions and such rates may change at any time without notice. The interest rate paid by any Insured Depository may fluctuate daily based on market conditions. The net interest earned on your deposits will be set forth in your account statement.

If your funds are received by the FICA Custodian by 3:00 p.m. (Eastern Time), your FICA Account will receive same day credit. In your monthly account statements, StoneCastle may estimate the aggregate amount of accrued but unpaid interest less any FICA Fee with respect to such interest, which amount cannot be withdrawn from your FICA Account until it is credited to the FICA Account. Any estimate of net accrued interest on your monthly account statement is for informational purposes only.

Each Insured Depository may profit from the difference between the interest it pays on the Depository Accounts and the income it earns on loans, investments, and other business operations.

Each Insured Depository may pay the FICA Custodian and/or StoneCastle fees for its services related to your Deposits equal to a percentage of the average daily deposit balance in the Depository Accounts at the Insured Depository. StoneCastle may share such fees with the FICA Custodian. The amount of any fees an Insured Depository pays could directly affect the interest rate paid by the Insured Depository on your Deposit. The fees paid to the FICA Custodian and/or StoneCastle by each Insured Depository may vary. The FICA Fee will be deducted from your FICA Account on the day interest from a Depository Account is credited to your FICA Account. See Section 9 “Account Fees and Charges.”

The rate you earn on your Deposits at any Insured Depository through the FICA Program may be higher or lower than the rates available to depositors making non-FICA Program deposits with an Insured Depository, rates available through other types of accounts at U.S. Bank, or rates offered by other depository institutions in comparable accounts. Any fees imposed under the FICA Program could reduce earnings on your Deposits. You should compare the terms, interest rates, charges and other features of the FICA Program with other accounts and investment alternatives. There is no minimum period that your money must remain in the FICA Program.

Interest will be accrued daily and posted monthly to the Depository Account. Interest will accrue on Deposits from the Business Day (as defined below) your funds are received in investible form by the FICA Custodian through the date you request those funds to be withdrawn. The “daily balance method” is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 of the applicable annual rate. Your withdrawal request should generally be fulfilled, with the withdrawal proceeds wired to an account that you designate, on the Business Day following the day your withdrawal request is processed. See Section 8 “Withdrawals.”

Funds must be posted to your FICA Account by 3:00 p.m. (Eastern Time) on any Business Day in order for the FICA Custodian to initiate a transfer of your funds to the Insured Depositories on the same day. If funds are received by the FICA Custodian after 3:00 p.m. (Eastern Time) on any Business Day or funds are received on a non-Business Day, then the FICA Custodian will generally initiate a transfer of your funds on the next Business Day, pursuant to instructions received from StoneCastle.

The transfers may not occur within the timeframes described above, and neither StoneCastle, the FICA Custodian nor any Sub-Custodian will be responsible for delays in the processing of funds transfers to or from your FICA Account or to or from Depository Accounts, or between Insured Depositories.

There is no minimum initial deposit required to open a FICA Account (as provided in Section 6 below), and there is no minimum balance required to maintain your participation in the FICA Program. There also is no minimum

period that your money must remain on deposit in the FICA Program. You may withdraw deposits from your FICA Account on any Business Day, and there is no limitation on the dollar amount of your withdrawals from, or deposits to, your FICA Account. There is no penalty or fees for withdrawal of your entire balance, or any part thereof, at any time.

6) Deposits

There is no minimum initial deposit required to open a FICA Account and there is no minimum amount required for subsequent deposits. Funds must be posted to your FICA Account by 3:00 p.m. (Eastern Time) on a Business Day for transfers of such amounts to be initiated to the Insured Depositories on such date. See Section 5 “Transfers and Interest” above. You should call StoneCastle at (866) 343-5516, consult our website at www.FICAaccount.com or consult your Advisor, if applicable, for wiring instructions for your FICA Account. All deposits must be in U.S. dollars.

7) Insured Depositories

Your monthly account statement will indicate the Insured Depositories in which your FICA Account funds have been deposited. Each Insured Depository is a separate federally insured depository institution. If you do not wish to have your FICA Account funds deposited into any specific Insured Depository, you must identify those institutions to StoneCastle using the Insured Depository Exclusion Form provided to you with the FICA Account opening documents. You are responsible for providing the completed Insured Depository Exclusion Disclosure to StoneCastle. StoneCastle in turn will be responsible for giving instruction to the FICA Custodian. StoneCastle will not direct any of your FICA Account funds into any such Insured Depository that you have elected to exclude unless you notify StoneCastle in writing that such exclusion request is no longer in effect. The FICA Custodian will have no responsibility or liability with respect to the selection, investigation or evaluation of any Insured Depository, and shall have no liability for the actions or omissions of StoneCastle or any Insured Depository. The FICA Custodian shall not be under any duty to investigate or reconcile (whether against your instruction to StoneCastle or otherwise) any instruction it receives from StoneCastle.

Amounts in your FICA Account along with funds from other FICA Depositors will be deposited by the FICA Custodian at the direction of StoneCastle into one or more Depository Accounts at multiple Insured Depositories. The Depository Account(s) at each Insured Depository will be named as follows (or in a substantially similar manner): “U.S. Bank National Association [or name of Sub-Custodian] as custodian for persons or entities who are listed on its records, each acting for itself and on behalf of others.” Each Sub-Custodian will act as sub-custodian for the FICA Custodian which acts as custodian for the FICA Depositors. In the event of the failure of an Insured Depository, where the deposits are not assumed by another Insured Depository, StoneCastle will promptly submit an insurance claim to the FDIC on behalf of the FICA Depositors who have amounts on deposit through one or more Depository Accounts at the Insured Depository. During the time your insurance claim is being processed by the FDIC, you will not have access to the funds that you had on deposit with such Insured Depository.

StoneCastle selects the Insured Depositories for the FICA Program. StoneCastle may, in its discretion, include additional Insured Depositories in the FICA Program, remove Insured Depositories from the FICA Program, allocate balances between Insured Depositories and determine the amounts and order of deposits into Insured Depositories, in each case in its sole discretion.

A Depository Account under the FICA Program is not covered by SIPC. SIPC is a non-profit member corporation funded primarily by member securities brokerage firms registered with the SEC. SIPC provides protection against risks to clients of member brokerage firms in the event of the failure of that member firm, but SIPC does not guarantee bank deposits. For more information about SIPC, see www.sipc.org.

In the event that an Insured Depository rejects additional deposits, or decides to return funds to the applicable Sub-Custodian or the FICA Custodian (or closes the Depository Accounts at the Insured Depository entirely), or StoneCastle decides to withdraw funds in whole or in part from an Insured Depository, StoneCastle will direct the FICA Custodian to transfer such funds to one or more other Insured Depositories. See Section 5 “Transfers and Interest” above.

IN THE EVENT OF A FINANCIAL FAILURE OF ANY INSURED DEPOSITORY, NEITHER STONECASTLE NOR THE FICA CUSTODIAN SHALL HAVE ANY LIABILITY FOR ANY LOSSES THAT MAY RESULT. THE FICA CUSTODIAN AND STONECASTLE WILL COOPERATE IN SUBMITTING CLAIMS TO THE FDIC WITH RESPECT TO, BUT ARE NOT UNDER ANY DUTY OR OBLIGATION TO UNDERTAKE LEGAL ACTION AGAINST, ANY SUCH INSURED DEPOSITORY (WHETHER IN THE EVENT OF ITS FINANCIAL FAILURE, INSOLVENCY, RECEIVERSHIP, CONSERVATORSHIP, OR OTHERWISE).

8) Withdrawals

Withdrawals from your FICA Account may be made on any Business Day, in any amount, not to exceed your total account balance in your FICA Account. Pursuant to federal regulations, Insured Depositories may exercise the right to require seven (7) days' notice before permitting a transfer of funds out of a Depository Account. You may request a withdrawal from your FICA Account by accessing our website at www.FICAaccount.com and by following the directions under the section entitled "Account Withdrawals," or, where appropriate, by contacting your Advisor. Withdrawals from the FICA Program cannot be made directly by you from any of the Insured Depositories. If you satisfactorily complete your withdrawal request by 3:00 p.m. (Eastern Time) on any Business Day, the withdrawal request should, under normal conditions, be initiated and processed via transfer at the Insured Depositories on such day. Your withdrawal request will usually be fulfilled, with the withdrawal proceeds returned to the account designated by you by the next Business Day. Please reference Section 11 for additional detail on the FICA Program's Days of Operation.

If your withdrawal request is completed after 3:00 p.m. (Eastern Time) on any Business Day, then it will be initiated and processed by 3:00 p.m. (Eastern Time) on the following Business Day and then your withdrawal request will be fulfilled on the day subsequent to the following Business Day.

If you decide to close your FICA Account or request a complete withdrawal, you may have to wait a period of time for all of the interest to be posted to your FICA Account since interest can only be credited to your FICA Account once interest is credited by the Insured Depositories to the Depository Accounts. Because the Insured Depositories do not generally post interest to a Depository Account on a same day basis, there may be a delay between the date of your withdrawal request and the date on which you receive all of the interest that accrued in the Depository Accounts to the effective date of your withdrawal.

StoneCastle and the FICA Custodian reserve the right to take reasonable measures to verify a withdrawal request, and StoneCastle and the FICA Custodian will not be held liable for any delays caused by such verification measures. In the case of partial withdrawals from your FICA Account, StoneCastle will determine from which Insured Depositories your withdrawal request will be processed.

StoneCastle and the FICA Custodian will not be held liable for any delay, failure or error by any Insured Depository in making payment on any Depository Account.

9) Account Fees and Charges

The FICA Fee will be determined by StoneCastle and will be deducted from your FICA Account on the date on which interest from an Insured Depository is credited to your FICA Account. The FICA Fee charged may vary between Insured Depositories but will never exceed the gross interest earned by your FICA Account from the Insured Depositories at which the interest is earned. Neither the FICA Custodian nor any Sub-Custodian will charge you a separate fee for their services provided within the FICA Program and any such fee will be paid separately by StoneCastle.

In addition, with prior notice, the FICA Custodian may charge you for specific costs incurred in processing transactions as well as certain other administrative fees and expenses for unusual transactions including, but not limited to, wire requests, copies of statements and special research services (including, without limitation, to the extent any such fees or expenses may be charged by the FICA Custodian or any applicable Sub-Custodian).

Such amounts may be deducted by the FICA Custodian from the FICA Account. The FICA Custodian and StoneCastle reserve the right to charge additional fees with prior notice.

10) Account Statements

You will receive a monthly account statement from StoneCastle via our website at www.FICAaccount.com. StoneCastle will send you and/or your Advisor an e-mail when your account statement is available for viewing. You will be required to use your online access ID and password in order for you to view, print or save e-statement account information.

By signing the FICA Account Custody Agreement, you consent to electronic delivery of your periodic account statements and any other disclosures relating to your account(s), either by forwarding such statements and disclosures or by providing a notification of availability and links to such statements or disclosures, to the e-mail address provided to StoneCastle. You are responsible for notifying StoneCastle of changes in the e-mail address to be used for such purposes.

All activity with respect to your FICA Account, including your account balance through one or more Depository Accounts at each Insured Depository, the net interest earned in your FICA Account and transaction history will appear on your account statement. The account statement will also include the aggregate of your opening and closing balances in your FICA Account. You will not receive a separate statement from the Insured Depositories.

You should download and retain all account statements. You must notify StoneCastle immediately of any discrepancies noted on your account statement. You agree that the absence of any notice to us from you to the contrary within thirty (30) days of the statement date is the same as a written confirmation that you accept the statement, and all positions and transactions shown on it, as is.

To access, print, or save your electronically delivered statement you must have:

- a personal computer with Internet and e-mail access;
- and Internet browser that supports 128-bit encryption. Any of Internet Explorer Version 6.0 or higher, Netscape Navigator Version 6.1 or higher, a Safari Version 4.0 or higher will enable you to receive and use our service. You will also need Adobe Acrobat Reader Version 5.0 or higher;
- a valid e-mail address; and
- access to a printer or storage such as a hard drive so that you can download and/or print statements and/or disclosures for your records.

11) Days of Operation

The FICA Program is open Monday through Friday, 8:30 a.m. until 5:30 p.m. (Eastern Time) except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day (each day the FICA Program is open is referred to herein as a "Business Day"). Deposits to, and transfers or withdrawals from your FICA Account may only be made on days that the FICA Custodian and any related Sub-Custodian and Insured Depository is open for business.

12) FDIC Deposit Insurance

The funds in your FICA Account will be deposited into Depository Accounts at the Insured Depositories along with funds from other FICA Depositors. StoneCastle as your agent and the FICA Custodian each keeps records of how much each FICA Depositor has on deposit in each Insured Depository. Your Deposits, plus interest earned thereon, are held in those Depository Accounts in a manner designed to currently provide you with FDIC insurance at each Insured Depository. StoneCastle, as your agent, allocates your Deposits among the Depository Accounts to seek to maximize deposit insurance coverage available under the FICA Program, FDIC deposit insurance coverage is normally available for your Deposits up to the SMDIA, which is currently \$250,000 per legal category of account ownership at each participating Insured Depository when aggregated with all other deposits held by you in the same Insured Depository and in the same legal category of account ownership. Thus, the maximum amount of Deposits eligible for deposit insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Insured Depositories that you have not excluded from receiving your Deposits under the FICA Program, less any funds that you may hold in an Insured Depository outside of the FICA Program in the same legal category of account ownership. **If you have funds at an Insured Depository outside**

the FICA Program, your deposit insurance coverage for all of your funds at the Insured Depository may be adversely affected.

The Insured Depositories holding your money will be listed on your account statement along with the amount of funds that you have on deposit in such Insured Depositories through the FICA Program. Any amount by which the sum of your direct deposits at an Insured Depository outside the FICA Program plus the amounts that you have on deposit in such Insured Depository through the FICA Program exceeds the applicable insurance limits of the FDIC, will not have deposit insurance. Therefore, if you do not wish to have your FICA funds deposited into any Insured Depository, you must identify those institutions to StoneCastle using the Insured Depository Exclusion Form provided to you with the FICA Account opening documents. StoneCastle will not direct any of your FICA Account funds into any such Insured Depository that you have elected to exclude unless you notify StoneCastle in writing that such exclusion request is no longer in effect. There will be a delay between the time you make your exclusion request and the time that such Insured Depository is excluded. If you exclude any Insured Depository, the maximum level of deposit insurance available under the FICA Program may decrease.

Neither StoneCastle nor the FICA Custodian nor any Sub-Custodians monitors or takes any responsibility for money you may have at an Insured Depository outside the FICA Program. You are solely responsible for monitoring your deposit insurance coverage at any Insured Depository to ensure that your funds at any Insured Depository do not exceed applicable deposit insurance limits. Therefore, you should review the Insured Depositories holding your money as listed on your account statement. It is your responsibility to check such list of Insured Depositories on a regular basis and notify StoneCastle whenever you have an existing or new deposit relationship with an Insured Depository. While the FICA Program was designed to limit the amounts that are on deposit from a single FICA Depositor in an Insured Depository in the FICA Program, please be aware that it is your responsibility to monitor the total amount of all deposits you have with any one Insured Depository.

Since your FICA Account is a custody account, assets that are held by the FICA Custodian (such as deposits in the Depository Accounts at Insured Depositories) for safekeeping in custody are not considered assets of the FICA Custodian. These assets remain the property of the FICA Depositor, whether such assets are registered in the FICA Depositor's name, the FICA Custodian's name, a Sub-Custodian's name or in nominee name. The FICA Custodian is simply acting as custodian, holding your assets on your behalf and performing duties such as collecting interest from the Insured Depositories.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The FDIC imposes special requirements for obtaining pass-through deposit insurance coverage for multiple levels of fiduciary relationships. In these situations, in order for deposit insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships; (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels; and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

Until your funds are actually received in investible form and processed by the Insured Depository, your funds may be insured at the FICA Custodian up to \$250,000 in total and not at the Insured Depository.

If, for any reason, the amount deposited in any Insured Depository exceeds the applicable SMDIA, the excess funds would not be insured by the FDIC. Neither StoneCastle nor the FICA Custodian, shall have any liability for any insured or uninsured portion of your Deposits in any of the Insured Depositories.

In the event that deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest up to the SMDIA per legal category of account ownership multiplied by the number of Insured Depositories shall be made to you. However, there is no specific time period during which the FDIC must make insurance

payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

13) Tax Withholding and Reporting

The FICA Custodian may be required to withhold U.S. federal income tax at the prevailing rate on all interest payable to certain FICA Depositors who fail to provide their correct taxpayer identification number or to make required certifications, or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by entities (individuals or corporations) that are neither citizens nor residents of the United States, except for Canadian residents, generally are not subject to withholding tax. Where required by applicable law, each FICA Depositor will be issued a Form 1099-INT which will set forth the gross interest earned (i.e., interest before fees) by a FICA Depositor from the Insured Depositories. Consult your tax advisor.

14) Transferability; Assignment

The ownership of a FICA Account may not be transferred by you except with the express written consent of the FICA Custodian and StoneCastle or otherwise by operation of law. Any purported transfer shall not be binding on the FICA Custodian, StoneCastle or the Insured Depositories unless and until sufficient, acceptable documentation has been received by such entities. StoneCastle may assign and transfer its rights and obligations under the FICA Program, including, without limitation, pursuant to these Terms and Conditions, to one or more of its affiliates or subsidiaries or to any person that acquires all or substantially all of the assets of StoneCastle, without prior notice to you and without obtaining your consent.

15) Termination; Closing of Account

StoneCastle may, at its sole discretion, and without any prior notice, terminate your participation in the FICA Program and cause the FICA Custodian to return funds in your FICA Account to your bank/Advisor account of record.

16) Ordinary Care

The duties, responsibilities and standards of care of the FICA Custodian and any Sub-Custodian with respect to the matters described in these Terms and Conditions are governed and determined exclusively by the separate written agreements between StoneCastle and each such party, respectively. The FICA Custodian and each Sub-Custodian have no duties or responsibilities except as expressly set forth in such agreement to which they are a party, and they are each protected by the rights, protections and other terms and conditions contained therein. Any such duties or responsibilities that the FICA Custodian or any Sub-Custodian may have under those agreements are owed only to StoneCastle. Without limiting the foregoing, any liability for any act or omission by StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission by StoneCastle, the FICA Custodian, a Sub-Custodian or any Insured Depository in reliance upon or in accordance with the rules and regulations of the Uniform Commercial Code, and NACHA or other clearinghouse rules, or any rule or regulation of any state or federal agency having jurisdiction over such party shall constitute ordinary care.

17) Personal Information

You agree that StoneCastle, the FICA Custodian, Insured Depositories, and their respective service providers will share information concerning you and your accounts in connection with providing the services contemplated by these Terms and Conditions, and may disclose information about your FICA Account to any affiliate in accordance

with StoneCastle's and the FICA Custodian's Privacy Policy and otherwise as permitted by law. You agree that StoneCastle, the FICA Custodian and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the FICA Program. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should refer to the Privacy Policy included with your FICA Account opening documents and annually thereafter.

18) Legal Process

You agree that StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party in good faith believes to be valid. StoneCastle or the FICA Custodian or Sub-Custodian may notify you of such process by telephone, electronically or in writing. If StoneCastle or the FICA Custodian or a Sub-Custodian is not fully reimbursed for its records research, photocopying and handling costs (including its internal counsel costs) by the party that served the process, StoneCastle or the FICA Custodian or any Sub-Custodian may charge such costs to your FICA Account. You agree to indemnify, defend and hold StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their respective compliance with any process that such party believes in good faith to be valid. You further agree that StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your FICA Account records are maintained.

19) Confidentiality and Ownership of the FICA Program

You agree (a) not to disclose the identity of any of the Insured Depositories in the FICA Program to any person or entity other than to your affiliates, officers, directors, employees and professional advisors who need access to such information, and (b) that you will not contact any of the Insured Depositories about StoneCastle, the FICA Custodian, any Sub-Custodian or the FICA Program without StoneCastle's prior written consent. You also agree that StoneCastle does and will at all times own all intellectual property rights in and to any works of authorship, moral rights, copyrights, trademarks, service marks, patents, designs, trade secrets, computer programs and algorithms relating to the FICA Program, including without limitation, the FICA Program documents and the FICA website, and that you will not use any such information, documents or property rights for any purpose other than as a participant in the FICA Program. Notwithstanding anything contained herein to the contrary, StoneCastle acknowledges that you are subject to Ohio's public record laws and consents to your providing public records as necessary to comply with such laws.

20) Governing Law

These Terms and Conditions shall be governed by and subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflict of law provisions. Unless otherwise provided herein, StoneCastle, the FICA Custodian, any Sub-Custodian and the Insured Depositories may comply with applicable clearinghouse, federal and correspondent bank rules in processing transactions for your FICA Account. You agree that neither StoneCastle nor the FICA Custodian or Sub-Custodian is required to notify you of a change in those rules, except to the extent required by law.

21) Changes to Terms and Conditions

StoneCastle may make material changes to these Terms and Conditions at any time upon fifteen (15) days prior notice to you or on such shorter notice as may be set forth herein or required by applicable law. If those changes are not acceptable, you will have the option, as you do at any time, of terminating your participation in the FICA Program. All questions concerning your FICA Account should be directed to StoneCastle or to your Advisor.

22) Limits on Certain Deposit Accounts:

Federal banking regulations impose certain limitations on transfers from money market deposit accounts. The FICA Program seeks to rely on certain exemptions and interpretive relief granted by the Federal Reserve Board in connection with these limitations. However, the transactional capabilities of the Depository Accounts are limited; StoneCastle may impose limitations on transfers without prior notice. Limitations on transfers will not limit the interest rate you earn or the amount of FDIC insurance coverage for which you are eligible.

23) Alternatives to the Program:

By your enrollment in the FICA Program, you agree to the terms provided herein. You understand that, at any time, you may withdraw your enrollment in the Program.

24) Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STONECASTLE, THE FICA CUSTODIAN, A SUB-CUSTODIAN, ANY INSURED DEPOSITORY OR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION, EVEN IF SUCH ENTITY WAS AWARE OF THE POTENTIAL FOR SUCH DAMAGES.

25) Tax Identification Information:

You acknowledge that the FICA Program uses your tax identification information in order to allocate your Deposits across Insured Depositories. If you do not provide, or if you do not have, a tax identification number, your funds may not be allocated across Insured Depositories to provide you with expanded FDIC insurance under the provisions of these Terms and Conditions.

26) Aggregation of Funds in Multiple Accounts:

If you have more than one account in the FICA Program with the same tax identification information, the funds in all such accounts are aggregated for the purpose of calculating the FDIC insurance available under the FICA Program. Depending on the individual facts and the ownership rights and capacities in which funds are held, additional FDIC insurance may not be available. Refer to Section 12 above for further information about deposit insurance.

27) Complaints:

Any complaints regarding the FICA Program should be addressed in writing to StoneCastle.

28) Power & Authority:

You represent and warrant that you have full power and authority to participate in the FICA Program and to agree to and perform these Terms and Conditions. In addition, if you are not an individual, you represent and warrant that (1) you are duly organized, validly existing and in good standing under the laws of your state or jurisdiction of organization; (2) you possess all requisite authority, power, licenses, permits, registrations and franchises and have made all governmental filings to conduct business wherever you conduct business and to execute, deliver and comply with your obligations hereunder; and (3) your agreement to these Terms and Conditions and performance hereunder shall not conflict with or violate your governing documents or any law, regulation, decree, demand, order or any other contract or agreement by which you are bound.

29) Waiver:

Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

30) Severability:

If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31) Entire Agreement:

These Terms and Conditions and any other documents provided to you by StoneCastle in connection with the FICA Program constitute the entire agreement with you regarding the FICA Program, and supersede all prior and contemporaneous agreements and understandings, both oral and written, with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) ARE MADE TO YOU REGARDING THE PROGRAM, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT. In the event of any inconsistency between a provision of these Terms and Conditions and a provision of any such other document provided to you in connection with the FICA Program, the provision of these Terms and Conditions shall prevail.

32) Binding Effect:

These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto, StoneCastle, the FICA Custodian and each Sub-Custodian, and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, StoneCastle, the StoneCastle Custodian and the Sub-Custodians, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions.

33) Disputes:

Except to the extent otherwise provided by applicable law, any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state or federal courts of the State of Ohio, and all parties hereto hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO

TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS.

STONECASTLE IS SOLELY RESPONSIBLE FOR THESE TERMS AND CONDITIONS.