

ICA[®] Account Custody Agreement¹

U.S. Bank National Association

Client's Name: _____

Date: _____

This agreement ("Agreement") describes the terms of the ICA account ("ICA Account") that we, U.S. Bank National Association (sometimes referred to herein as "we"), 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 ICA Program Terms and Conditions attached as Annex A to this Agreement is hereby incorporated by reference and made part of this Agreement. Capitalized but undefined terms used herein shall have the respective meanings set forth in the ICA 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 ICA Program Terms and Conditions.

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

1) Our Commitments

We agree:

- a) To create and maintain an ICA Account for you, which is a custody account, in which we will custody funds you transmit to us as part of the ICA Program and your deposits in the Depository Accounts at Depository Banks.
- b) To transfer uninvested funds in your ICA Account to Depository Accounts at Depository Banks, in accordance with instructions we receive from StoneCastle.
- c) To transfer uninvested funds in your ICA Account to you, in accordance with instructions from you or others you may authorize, and subject to the ICA Program Terms and Conditions and applicable laws and regulations.

OUR CUSTODY SERVICES

- a) Act as your custodian with respect to funds you transmit to us as part of the ICA Program and your deposits in the Depository Account(s) at each Depository Bank.
- b) Keep records as to the amount of your money on deposit in each Depository Bank.
- c) Collect interest on deposits that you have in Depository Accounts at Depository Banks and credit such interest to your ICA Account as directed by StoneCastle pursuant to the ICA Program Terms and Conditions.
- d) Make payments from your ICA Account that you instruct us to make from uninvested cash or, with respect to the payment of the ICA Fee, that StoneCastle instructs us to make on your behalf.
- e) Keep records of all transactions and holdings in your ICA Account.
- f) Provide periodic electronic statements of account activity, account balances, tax reporting information, if applicable, and any other legally required information.
- g) Provide the foregoing services to you without charging any additional fees to you apart from the ICA Fee that will be deducted from your ICA Account (however, we may charge you for specific costs in processing

¹ Items required for instructions are located on page 9.

unusual transactions, and reserve the right to charge additional fees with prior notice, as explained in the ICA Program Terms and Conditions. See Section 8 “Account Fees and Charges”.)

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

☐ U.S. Bank National Association is NOT authorized to provide my name, address, and securities positions to requesting issuers.

2) Your Commitments

You agree:

- a) To have us open an ICA Account for you, to appoint us as 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 ICA Program Terms and Conditions and to transmit to us all information needed to maintain your ICA 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 our periodic electronic statements as sufficient information concerning transactions in your ICA 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 ninety (90) 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 follow the appropriate procedures when closing your ICA Account, as provided on page 8 below under “CLOSING AN ACCOUNT”.
- j) 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.

- k) 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 information. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation and you 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 when communicating with StoneCastle (either by phone or in person), with a prompt follow-up confirmation in writing or by fax.
- d) When communicating with StoneCastle pursuant to the ICA 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 ICA Account.
- f) All communications in connection with this Agreement will be considered valid if delivered to the applicable address as provided in the “Contact Information” appearing on page 9 below.

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 us and hold us harmless from, 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 ICA® Program and the ICA® 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 Partners, LLC nor is U.S. Bank National Association or any affiliate of U.S. Bank National Association liable or responsible in any manner whatsoever for the development of the ICA Program or the ICA Program Terms and Conditions other than the custodian responsibilities specifically set forth in this Agreement and in the ICA 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 failure to perform StoneCastle's undertakings under the ICA Program or the ICA Program Terms and Conditions. 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 Depository Banks.
- 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 ICA 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 9 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 extend credit or (ii) to take action or forbear 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 Depository Bank and/or Sub-Custodian or their financial condition.
- v) You are solely responsible for any and all tax consequences under, and for compliance with, any tax laws that may be applicable, whether now or in the future, including but not limited to any that may arise under or, in respect of, or that may be applicable to, Non-U.S. Depository Accounts at Depository Banks (as such term is defined in the ICA Program Terms and Conditions), or deposits made to or payments received from such Depository Accounts, including without limitation any taxes, assessments, interest or penalties, and any other governmental charges, certifications or reporting, that may be imposed or required, if any, under or in respect of the laws of any jurisdiction that may be applicable to such Non-U.S. Depository Accounts (all of the foregoing, collectively, “Tax Consequences”). By signing this Agreement you hereby agree to indemnify and hold harmless U.S. Bank National Association, and any applicable Sub-Custodian, and their respective directors, officers and employees (collectively, “Indemnified Persons”) for and from any and all claims, losses, damages, liabilities, costs and expenses (including without limitation attorney’s fees and expenses) that may be asserted against, or incurred or suffered by, any one or more Indemnified Persons at any time or times in the nature of, or arising or resulting from, any Tax Consequences, including without limitation liability for taxes, or for the withholding or deduction of (or failure to withhold or deduct) taxes, or failure to obtain or deliver proper certifications or reports to governmental authorities, in any jurisdiction in which a Non-U.S. Depository Account may be located, and for all costs and expenses of collection (including attorney’s fees and expenses) in enforcing this indemnification and agreement to hold harmless. The foregoing indemnity and agreement to hold harmless shall survive the termination of this Agreement.

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 ICA 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 ICA Account, whether arising before or after the assignment or termination.
- d) That the provisions of Section 5, “Limits of Our Responsibility”, remain in full force and effect even after your ICA 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, agree and acknowledge:

- a) That we may use ICA Account assets to pay the fees and expenses set forth herein and in the ICA 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 U.S. Bank National Association or a Sub-Custodian as custodian for persons and entities who 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 New York without regard to its conflict of law provisions. Unless otherwise provided herein or in the ICA Program Terms and Conditions, StoneCastle, U.S. Bank National Association, a Sub-Custodian and the Depository Banks may comply with applicable

clearinghouse, federal and correspondent bank rules in processing transactions for your ICA Account. You agree that neither StoneCastle 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 New York's federal or state courts.
- e) As part of the ICA Program Terms and Conditions, to keep the terms of this Agreement confidential.

[SIGNATURE PAGE TO FOLLOW]

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, and agree to, the terms of this Agreement, including:
ICA Program Terms and Conditions; and
 - (1) our commitments;
 - (2) the terms concerning this Agreement;
 - (3) your commitments;
 - (4) the limitations on our responsibilities;
 - (5) our communication policies;
 - (6) the rights we reserve; and
 - (7) your agreement to release us from liability, indemnify us, and hold us harmless.
- c) You agree to pay all fees incurred in the operation of your accounts as described in this Agreement.
- d) You represent and warrant that you are a U.S. Person (as such term is defined in the ICA Program Terms and Conditions).
- e) 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 resolutions 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: _____