

**STATE OF ALABAMA INSURANCE DEPARTMENT
TRI-PARTY DEPOSITARY AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between the Insurance Commissioner of the State of Alabama and his successor or successors, party of the first part.

Custodial Institution or State Treasurer
authorized to act as Trustee, party of the second part, and

Company
an corporation organized under the laws of the State of _____, with its principal place of business in _____, party of the third part.

WITNESSETH:

Whereas, in accordance with the provisions of the Insurance Code of the State of Alabama, third party will deposit securities with the Trust Division of second party, and from time to time in the future make further deposits as specified in Act No. 97-445, Alabama Code, and withdrawal of the same; and WHEREAS, for the convenience of the parties, first party has duly designated second party as a depository to receive and hold such deposits in its Trust Division.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Second party upon receipt of such deposits of cash or other securities as specified in the Alabama Insurance Code will assume responsibility for their safekeeping and shall, from time to time, collect the income therefrom and dispose of the same as directed by the third party. Second party shall also, as such securities mature, collect and hold the proceeds thereof subject to the joint order of first and third parties. None of such deposits or the proceeds thereof shall be withdrawn from such depository except on written order of the Insurance Commissioner or authorized agent.

2. Whenever any such deposits are made, matured or withdrawn under this Agreement, the parties hereto shall each execute a deposit or withdrawal request on a form approved by the first party.

3. A record shall be kept by the second party containing a description and amount of such deposits with it, and of all interest and principal payments on such deposits, and a report thereof (listing only those securities held under the Tri-party Depositary Agreement) shall be made to the first party at the end of each quarter with a duplicate copy to the third party.

4. Both the first and third parties shall have the right at any time to check over the records of second party as to such deposits and to verify the actual existence thereof.

5. Said second party shall be paid by third party as full compensation for holding and safekeeping of such deposits and the collection of the principal and interest thereof as herein provided such sum as may hereafter be agreed to from time to time.

6. This Agreement may be canceled by any one of the contracting parties upon ninety (90) days written notice of intention, upon termination, second party shall return to first party all such deposits after withdrawal forms have been submitted for signature, or securities may be placed in a new custodial institution subject to a new Tri-Party Depositary Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written.

Insurance Commissioner, State of Alabama

By _____
First Party Print Name Title

Bank:

By _____
Second Party Print Name Title

Company:

By _____

Third Party Print Name

Title