

FORM OF AGREEMENT FOR THIRD PARTY CUSTODIAN TO HOLD COLLATERAL¹

Date: _____

Federal Reserve Bank of Richmond
P.O. Box 27622
Richmond, VA 23261

Re: Borrower's name, "Borrower": _____

We hereby acknowledge that the Borrower has entered into an agreement with you and has granted you a first priority security interest in certain specified assets of the Borrower and proceeds thereof (such assets and proceeds, together with any related documentation, "Collateral"). We further acknowledge that, pursuant to our agreement with the Borrower, from time to time we receive and maintain possession of certain of the Collateral, which are presently kept at our premises located at:

_____. We further acknowledge that we have received and hold possession of the Collateral for your benefit until we receive notice from you that your security interest has been terminated.

We hereby waive, surrender and relinquish any rights in or to the Collateral, including, without limitation, any security interests or liens provided by applicable law to which we may otherwise be entitled. We further acknowledge and agree that we have not acquired any rights in the Collateral sufficient to transfer an interest or grant a security interest in or to the Collateral or will not exercise any such rights with respect to Collateral consisting of negotiable instruments.

We further acknowledge that, according to the terms of your agreement with the Borrower, you have the right to inspect the Collateral, and, upon default, the right to remove and take possession of the Collateral. We agree (1) to permit you to exercise these rights and to permit you access to the Collateral in order to exercise these rights at your request, (2) to copy you on any reports pertaining to the Collateral that we provide to the Borrower, (3) to ignore instructions from the Borrower at your request, and (4) to follow any other of your instructions with regard to the Collateral to the extent the instructions would have been within the scope of the Borrower's power as set forth in our agreement with the Borrower, all without first receiving the consent or permission of the Borrower. We further agree that, at your request, all representations, warranties and covenants, and agreements regarding access to the Collateral or information about the Collateral, made by us in our agreement with the Borrower shall inure to your benefit, without the consent of the Borrower.

Sincerely,

Third party custodian's Signature: _____

Third party custodian's Name: _____

Title: _____

Cc (Borrower's name): _____

Borrower confirms and agrees to the foregoing.

¹ If the third-party custodian is an affiliate of the Borrower, it must execute this Agreement. In all cases, prior to asking its third-party custodian to sign this agreement, a Borrower should consult with the Reserve Bank, which, depending upon the specifics of the third-party custodial arrangement, may require additions to or modifications of this form of agreement.

Borrower's Name: _____

Borrower's Authorizing Signature: _____

Borrower's Authorizing Name: _____

Title: _____

Second signature required if Borrower's Authorizing Resolutions require two signatures:

Borrower's Authorizing Signature: _____

Borrower's Authorizing Name: _____

Title: _____