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Custody Account Agreement

Terms and Conditions

BMO  **Wealth Management**
BMO Private Bank

BMO Wealth Management is a brand name that refers to BMO Harris Bank N.A. and certain of its affiliates that provide certain investment, investment advisory, trust, banking, securities, insurance and brokerage products and services. Investment Products are: **NOT FDIC INSURED — NOT BANK GUARANTEED — NOT A DEPOSIT — MAY LOSE VALUE.**

BMO Private Bank is a brand name used in the United States by BMO Harris Bank N.A. Member FDIC. Not all products and services are available in every state and/or location.

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BMO  **Wealth Management**
BMO Private Bank

31. Notices and Mailing

Client agrees to notify BMO Harris in writing as to any change in address. Any notice or information BMO Harris sends will be considered delivered when mailed to Client or any other recipient at the last address that BMO Harris has in its records. Any notice or information Client provides or sends to BMO Harris will be considered delivered when actually received by BMO Harris. It shall be conclusively presumed that any notice or other communication sent to Client's address(es) of record, or such other address(es) of which Client may advise BMO Harris in writing, has been sent to all persons who are Clients under this Agreement.

32. Captions and Defined Terms

To the extent that the caption of any paragraph contained in this Agreement is inconsistent with the other terms of this Agreement, the caption shall be disregarded in construing this Agreement. Defined terms used in the Terms and Conditions and in the Custody Account Agreement shall have the same meaning.

33. Severability, Prior Agreements and Enforcement

The provisions of this Agreement are severable. If any provision is determined to be invalid, the remaining provisions of the Agreement shall continue to be valid and enforceable. This Agreement (including any addendum or rider thereto executed by BMO Harris and the Client), constitutes the entire agreement of the parties hereto with respect to Client's investment accounts with BMO Harris and, as of its effective date, supersedes all prior agreements and understandings, both written and oral, between BMO Harris or its affiliates and Client with respect to the subject matter hereof. If Client or BMO Harris fails or declines to implement or enforce any part or provision of the Agreement, such failure or declination shall not be a waiver of such provisions or preclude the subsequent implementation or enforcement of each provision.

28. Tax and Legal Advice

The services under this Agreement do not include tax advice or legal advice. Client should consult with Client's professional advisers for such advice with respect to the Account. BMO Harris shall have no duty to file any tax information, reports, returns or other filings of any kind except as required by law.

29. Governing Law and Jurisdiction

Subject to the provisions of this Agreement with respect to binding arbitration, this Agreement and all transactions hereunder will be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to its conflict of law principles. Client irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Illinois, and the United States District Court Northern District of Illinois, for any actions, suits or proceedings arising out of or relating to this Agreement (and Client agrees not to commence any action, suit or proceeding relating thereto except in such courts).

30. Client Verification Documents

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To assist the government fight against 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.

WHAT THIS MEANS FOR CLIENT: When Client opens an account, BMO Harris will ask for Client's name, address, date of birth, if an individual, and other information that will allow BMO Harris to identify Client. At any time, BMO Harris may also ask to see other identifying documents for Client and also for any attorney-in-fact or legal representative of Client, if an individual, or Representative or Fiduciary of Client. Client agrees to provide BMO Harris with such documents relating to identity verification of Client's identity as may be necessary to comply with any applicable requirements of law or regulations, including the USA PATRIOT Act.

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Client or Fiduciary on behalf of Client hereby agrees to these Terms and Conditions, which are a part of the Agreement for the Account.

1. Client's Authority

If Client is an Individual: If Client for the Account is an individual person acting on his or her own behalf, then Client represents and warrants that Client has full power and authority to make this Agreement, including all authorizations, waivers and consents, and to take all actions provided for in this Agreement with respect to the assets in the Account. In the event of Client's disability or incapacity, Client's legal representative or attorney-in-fact may exercise the rights and powers of Client with respect to the Agreement as authorized by law, including the right to terminate this Agreement. The death of a Client shall not release his or her estate from liability for the obligations and expenses incurred with respect to the Account.

If Client is a Legal Entity: If Client for the Account is a corporation, partnership or limited liability company, Client represents and warrants that (i) the person signing this Agreement is the duly authorized and acting representative (the "*Representative*") for Client as indicated in this Agreement, (ii) both Client and the Representative have full power and authority to make this Agreement (including all requisite authorizations, waivers and consents) and to take all actions provided for in this Agreement with respect to the assets in the Account, (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing Client, (iv) the statute, governing instrument, court order or other document granting Client and the Representative their powers and authorities is in full force and effect as of the date of this Agreement, and (v) Client has furnished to BMO Harris complete and correct certified copies of all documentation evidencing Client's and the Representative's powers and authority, including, without limitation, corporate resolutions, partnership certifications and/or any other documentation required by BMO Harris. Client agrees that it will notify BMO

under this Agreement. BMO Harris may otherwise assign this Agreement only as expressly permitted by this Agreement or with Client's consent. Client will be deemed to have given Client's consent if Client does not respond to a written request for Client's consent within 30 days from the date of mailing.

25. Multiple Clients

If there is more than one Client with respect to the Account, all references to "Client" in this Agreement will be to each such Client. All Clients shall be jointly and severally liable for all obligations and expenses in connection with the Account.

26. Wire Transfers

If Client requests wire transfers (including those made using Fedwire or any other funds transfer system, and internal and international funds transfers) into or out of the Account, then Client will complete and deliver to BMO Harris all documentation required by BMO Harris prior to making any such request. BMO Harris may decline to honor any wire transfer instructions with regard to the Account prior to receiving such completed documentation from Client.

27. Termination and Amendment

The Agreement may be terminated by either Client or BMO Harris upon 30 days' prior notice to the other. Upon termination of the Agreement, BMO Harris will deliver the assets in the Account to Client. If, upon termination of the Agreement, Client does not specifically direct BMO Harris as to delivery of the property in the Account within the 30 day notice period, then, at the end of the 30 day period, BMO Harris is authorized to liquidate the assets of the Account, at Client's expense and without any liability to BMO Harris and regardless of the value of the Account, and to issue a check to Client at the most recent address that BMO Harris has for Client in its records. BMO Harris may amend the terms of this Agreement without Client's prior consent. BMO Harris will promptly notify Client of any amendment and, if Client objects to it, Client may exercise Client's right to terminate the Account. Termination of the Agreement for any cause whatsoever shall not affect the rights or obligations of the parties hereunder arising from transactions initiated prior to the effective date of such termination.

Cook County, Illinois. Client and BMO Harris agree that the panel will apply the substantive law of the State of Illinois, without reference to principles of conflict of laws, to the dispute and any award. Client understands and agrees that discovery, standards of evidence and procedural rules differ in binding arbitration from a civil trial or proceeding. Client and BMO Harris will split equally the panel's fees and expenses. Client further understands and agrees that the right to appeal or to seek modification of any ruling or award by the panel is severely limited under state and Federal law and that any award rendered by the panel will be final and binding, and judgment may be entered on it in any court of competent jurisdiction. The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If, at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, BMO Harris may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, will not preclude its assertion before the panel. This agreement to arbitrate Small Claim Transactions does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under applicable laws, or to limit the right of Client or BMO Harris to exercise self-help remedies, such as setoff, foreclosure against or sale of any collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction to maintain the status quo or prevent irreparable harm before or during the arbitration proceeding. The provisions of this paragraph will survive the termination of this Agreement.

24. Assignment of Agreement

If BMO Harris merges or consolidates with or sells the assets of its custody business to any other person, whether it is affiliated or unaffiliated with BMO Harris, then the person so formed or succeeding to BMO Harris' custody business will become successor custodian

Harris in writing when there is any change to Client's or the Representative's powers and authorities and shall annually provide BMO Harris with documentation satisfactory to BMO Harris showing the current status of Client's or the Representative's powers and authorities. BMO Harris has no duty or obligation to verify or update any of Client's or the Representative's powers and authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities. BMO Harris will not advise any person as to any legal, regulatory or other obligations such person may have with regard to the Account and will not monitor in any way such person's exercise of powers and duties.

If Client is a Fiduciary: If Client for the Account is a trust, estate or custodianship, each person signing this Agreement as a fiduciary on behalf of Client ("*Fiduciary*") represents and warrants that, (i) Fiduciary is a duly appointed and acting fiduciary as indicated in this Agreement; (ii) Fiduciary has full power and authority to make this Agreement (including, but not limited to, to make all representations, authorizations, waivers, consents and indemnifications provided by this Agreement) and to take all actions provided for in this Agreement with respect to the assets held for the Account; (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing Client or Fiduciary; (iv) the statute, governing instrument, court order or other document granting Fiduciary's powers and authority now is in full force and effect; and (v) Fiduciary has furnished to BMO Harris complete and correct certified copies of all documentation evidencing Fiduciary's powers and authority required by BMO Harris. Fiduciary will notify BMO Harris in writing when there is any change to Fiduciary's powers and authorities and shall annually provide BMO Harris with documentation satisfactory to BMO Harris showing the current status of Fiduciary's powers and authorities. BMO Harris has no duty or obligation to verify or update any of Fiduciary's powers and authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities. BMO Harris will not advise any person as to any legal, regulatory or other obligations such person may

have with regard to the Account and will not monitor in any way such person's exercise of powers and duties. For all purposes of this Agreement where the context or capacity so indicates, reference to "Client" shall include the Fiduciary.

2. Safekeeping and Other Transactions

BMO Harris will hold in safekeeping the assets that may, from time to time, be delivered to the Account. BMO Harris will collect the income and cash proceeds and distributions from the assets in the Account and invest them as Client has directed in this Agreement until further written direction from Client. BMO Harris will execute and/or carry out transactions in the Account, including distributions from the Account, only upon receipt of directions from Client. BMO Harris shall have no duty or obligation to determine the investment policy or asset allocation for the Account or to determine whether any such policy or allocation determined by others are appropriate for the Account, to review the assets from time to time comprising the Account or any other assets held by Client, to make recommendations with respect to the investment, reinvestment or retention thereof, nor with respect to the voting of proxies thereon, nor to determine whether any instruction or direction from any Investment Manager is proper or within the terms of this Agreement. BMO Harris is specifically authorized, in its sole discretion, to sell or buy fractions of shares to equal whole shares or eliminate fractional shares and, upon sale or transfer of a security held in the Account, to sell shares and fractions of shares, including for shares that are purchased pursuant to a dividend reinvestment program. Payment will be made for assets that Client has purchased in the Account only upon receipt of such assets in good delivery form. Assets that Client has sold in the Account will only be delivered upon payment of sale proceeds. Orders for the purchase and sale of assets shall be placed for the Account at Client's sole risk. BMO Harris will surrender all assets called for payment or redemption and exchange assets held in the Account for other assets where such exchange results from reorganizations, mergers, change of par value, or exchange of temporary for definitive certificates.

that the federal securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights that Client may have under any federal securities laws. The provisions of this paragraph will survive the termination of this Agreement.

23. Binding Arbitration

Arbitration awards are generally final and binding on all parties. With regard to Small Claim Transactions (defined below), Client and BMO Harris are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitration panel's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the panel is strictly limited. Client and BMO Harris agree that, to the fullest extent permitted by law, any controversy or dispute between or among them arising out of, relating to or in connection with this Agreement, the services provided or the Account where the transaction at issue (or act or failure to act at issue) involves no more than one hundred thousand dollars (\$100,000) (a "Small Claim Transaction") will be resolved through binding arbitration conducted under the auspices of the American Arbitration Association and its commercial arbitration rules then in effect. The arbitration will be conducted by a panel consisting of at least three individuals, with at least one panelist being a neutral retired judge, practicing attorney, CPA or other professional of good standing with experience in the accounting, securities or financial services industry. The panel will have authority to award direct and compensatory damages only and may not award punitive or exemplary damages, unless (but only to the extent that) such damages are expressly required by law to be an available remedy for any of the specific claims asserted. To the extent permitted by applicable law, neither Client nor BMO Harris may pursue any claim in arbitration as a class action, private attorney general action or other representative action, nor may any claim with regard to Small Claim Transactions be pursued on Client's or BMO Harris' behalf in any litigation in any court. The exclusive venue of any arbitration hereunder will be in

than the assets delivered to the Account. BMO Harris is not obligated to see to the application of any assets held in the Account or delivered to Client or at Client's direction. BMO Harris will have no duty to take any action other than actions specified in this Agreement, and BMO Harris will not have to commence, appear in, or defend any legal action with respect to assets held or to be held in the Account. With respect to BMO Harris' performance or lack of performance hereunder, BMO Harris will be liable only for its gross negligence or willful misconduct; provided, however, that in no event will BMO Harris be liable for (a) any loss due to forces beyond BMO Harris' reasonable control, including (but not limited to) delays, errors or interruptions in service caused by strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear fusion, fission or radiation, court order, failure or fluctuation in electrical power, heat, light, air conditioning, computers or telecommunications equipment, or an act of nature or God; (b) any loss that may arise from the mispricing of assets held in the Account by any broker, pricing service or other person upon whose valuation BMO Harris relies in good faith; or (c) consequential, indirect, incidental, punitive, exemplary, or special damages or other damages not measured by the actual damages that are incurred by Client, even if BMO Harris has been advised of the possibility of such damages. Client will indemnify BMO Harris and hold BMO Harris harmless against any and all claims, losses, liabilities, damages and expenses, including reasonable attorneys' fees, howsoever arising from or in connection with this Agreement, the performance of BMO Harris' duties under this Agreement or the performance of services to the Account, including, without limitation, (i) any representations and warranties made by Client in this Agreement or in any documentation provided to BMO Harris by Client that is either incorrect or incomplete, or (ii) any participation by BMO Harris in any breach of fiduciary duty by Client; provided that nothing contained herein will require that BMO Harris be indemnified for damages due to BMO Harris' gross negligence or willful misconduct. Client will pay the costs and expenses of enforcing this right of indemnification. The limitations set forth herein shall apply to any action or omission taken by any BMO Harris affiliate; provided, however,

3. No Guarantee of Performance

BMO Harris does not guarantee the investment performance of any of the investments in the Account. Client recognizes that the investments in the Account are subject to risk, including possible loss of principal.

4. Notices of Obligations

BMO Harris will furnish to Client, in advance, notices of obligations becoming due by maturity, and also furnish one notice of the nonpayment of any matured item. BMO Harris will make a reasonable effort to notify Client of impending asset changes, such as rights, stock dividends, reorganizations, purchase offers, and assets being called for redemption.

5. Actions of Brokers or Dealers

BMO Harris will not be responsible for any act or omission of any broker, dealer or similar agent (which is not a division, department or affiliate of BMO Harris) whom Client or an Investment Manager may designate to purchase, sell or perform any act with respect to any securities or other property at any time held for the Account. Notwithstanding the foregoing, BMO Harris reserves the right to decline any designation by Client or an Investment Manager of a broker, dealer, or similar agent for the Account.

6. Services and Products of Affiliates

Client specifically authorizes BMO Harris to purchase services, including, but not limited to, the services of a broker or dealer for the sale or purchase of securities or other property, or the services of a financial or investment adviser, from a department, division or affiliate of BMO Harris, and to purchase products, including, but not limited to, certificates of deposit, equity, commodity, financial or other derivatives, or securities, in each case underwritten or otherwise offered through or distributed by a department, division or affiliate of BMO Harris, directly or indirectly from such department, division or affiliate or from a syndicate or selling group that includes BMO Harris or its affiliate, and Client further authorizes the payment of reasonable compensation and fees, directly or indirectly, to a division, department or affiliate of BMO Harris, for the purchase of such services or products, in addition to the custody fees of BMO Harris for the Account.

7. Statements

BMO Harris will provide or will cause to be provided periodic statements (which may be in a consolidated format) to Client or at Client's direction showing the transactions that have occurred in the Account, statements showing assets that are held in the Account and an annual summary for income tax purposes. At Client's request, periodic statements may be provided electronically. All electronic deliveries shall be subject to the terms and conditions for electronic delivery applicable to the Account, as amended from time to time, which are incorporated as a part of this Agreement. BMO Harris is not responsible for providing periodic statements or annual summaries to any person other than Client, including any person holding a beneficial interest in Client or the Account if Client is not an individual person, or to any auditor or court or government agency, nor will BMO Harris provide additional information in the periodic statements that Client may be required to provide under state law or court order to persons holding beneficial interests in Client or the Account if Client is not an individual person or to any auditor or court or government agency. BMO Harris may rely on external vendors to provide estimated, periodic valuation for assets held in the Account. Values of assets shown on statements are not guaranteed for accuracy or realizable value. Client agrees that, except as otherwise required by applicable law, any claim that Client has against BMO Harris is barred unless Client commences an arbitration or judicial proceeding to assert the claim within six months after delivery to Client of a statement that discloses the existence of the claim. A statement discloses the existence of a claim if it provides sufficient information to Client so that Client knows of the claim or reasonably should have inquired into the existence of the claim.

8. Methods of Holding Securities

Client authorizes BMO Harris to hold securities in the Account as it deems appropriate from time to time in bearer form, in Client's name on an uncertificated basis with the issuer or its agent, in street name, in nominee names (either BMO Harris' nominees or those of its authorized agents, subagents or subcustodians), in book entry at a Federal Reserve Bank, and/or at any recognized securities depository.

instructions left on voice mail or sent by email, whether through the Investment Online Service or otherwise, or facsimile) may not be executed or delivered in a timely manner. BMO Harris will not be liable to any person for any delays in executing trades communicated to BMO Harris other than by direct oral communication with the appropriate personnel for the Account. BMO Harris shall be indemnified and held harmless for following any such instructions as provided in this paragraph.

20. BMO Harris' Privacy Policy

BMO Harris shall maintain all personal and financial information regarding Client that Client furnishes to BMO Harris in accordance with BMO Harris' Privacy Policy, which BMO Harris shall deliver to Client. Client understands and agrees that BMO Harris is not responsible for the use of Client's personal and financial information by third parties, including Investment Managers, that Client authorizes to have access to the Account or information.

21. Fees

The fees for BMO Harris' services will be charged in accordance with its applicable fee schedule as in effect for the Account from time to time. BMO Harris also is entitled to receive its reasonable expenses, including attorneys' fees and expenses, incurred in connection with the Account. Brokerage, overdraft and other related fees will be charged to the Account in addition to BMO Harris' fees and expenses. Client agrees that BMO Harris' fees and expenses and all other fees charged to the Account may be paid by Client by being deducted from the assets in the Account. Fees and expenses so paid will be stated on statements provided to Client for the Account.

22. Limitations on BMO Harris' Responsibilities, Indemnity and Release

BMO Harris is being hired to provide custodial services only, and only for those assets that Client has placed in the Account. In providing custodial services hereunder, it is understood and agreed that BMO Harris assumes only the duties enumerated in this Agreement, and only with respect to the assets delivered to the Account, it being specifically agreed that there are no implied duties under this Agreement and no duties with respect to assets other

18. Acting as Client's Attorney-in-Fact

BMO Harris is authorized to sign as Client's attorney-in-fact without disclosure of its identity and to guarantee such signature as Client's signature and to deliver in Client's name any assignments, stock, or bond powers or any other documents or instruments which BMO Harris may deem necessary and proper to accomplish any authorized sale, transfer, assignment or other disposition of transferable securities or obligations held in the Account or to collect and receive for the Account any drafts, claims or other payments due. BMO Harris may sign and deliver such instruments for Client as Client's sole act and in Client's name alone or as Client's attorney-in-fact.

19. Communicating with Client

Personal email and facsimile transmissions are not encrypted and are not secure. BMO Harris has advised Client that Client should not use either form of communication to send confidential information to BMO Harris. If Client or the Investment Manager chooses to communicate with BMO Harris by sending unencrypted and unsecured emails, facsimiles or cable communications, BMO Harris may then respond to Client or the Investment Manager using the same communication method without any liability for so doing, even if such unencrypted and unsecured communications contain confidential information. At Client's sole risk, BMO Harris is authorized but not required to act upon oral instructions from Client or the Investment Manager, as well as instructions received by unsecured or unencrypted electronic, facsimile or cable transmissions, without confirming that such instructions came from or were authorized by Client or the Investment Manager; provided, however, that BMO Harris will only act on an original written direction from Client or Client's Agent, if Client is an individual, to close the Account or to transfer substantially all of the assets of the Account. Client consents to the recording of telephone conversations relating to the Account to assure accurate execution. Client also understands that any trade instructions or other time sensitive information that is communicated to BMO Harris by Client or any Investment Manager in a manner that is other than direct oral communication with the appropriate personnel for the Account (e.g., trade

9. Pledge of Assets and Waiver of Conflicts

Client retains the right to pledge some or all of the assets held in the Account as collateral for loans to Client or other parties. The lender may be BMO Harris or an affiliate of BMO Harris and Client waives all conflicts of interest that may arise from such loans. In such case, Client agrees that nothing in this Agreement in any way (i) amends, modifies or otherwise affects the terms and conditions of any loan, credit or other document ("*loan document*") between Client and BMO Harris or any affiliate of BMO Harris, or (ii) imposes a fiduciary duty of any sort on BMO Harris or an affiliate of BMO Harris with respect to any such loan document. Client further agrees that, to the extent of any inconsistency between this Agreement and the terms of any loan document with BMO Harris or any affiliate of BMO Harris, the terms of the loan document shall control. Thus, and without limitation, nothing in this Agreement affects the right of BMO Harris or any affiliate of BMO Harris to exercise its remedies regarding the Account (such as foreclosing on the Account) as provided in such loan document.

In the event that Client has pledged the assets held in Account to any lender (whether or not such lender is BMO Harris or an affiliate of BMO Harris), Client hereby directs BMO Harris to follow any order of the lender directing sale or transfer of the Assets, and remitting the proceeds to the lender, without further consent from or notice to Client. Client agrees to hold BMO Harris harmless against any and all claims, liabilities and expenses incurred by reason of compliance with such orders from the lender. Client understands that, if the lender is BMO Harris or an affiliate of BMO Harris, BMO Harris may take action to protect its interests as lender which could be contrary to Client's interests and investment objectives.

10. Acknowledgement of Interests in Proprietary Funds and Sponsor of Funds

Client acknowledges that BMO Harris or its affiliates or subsidiaries may serve as investment advisor or subadvisor or provide similar investment services to Proprietary Funds. BMO Harris or its affiliates or subsidiaries receive fees for such services. Client understands that certain employees of BMO Harris responsible for the Account may also be employees of and receive compensation from those BMO Harris affiliates

or subsidiaries. In addition, BMO Harris, or its parent company, affiliates or subsidiaries, may own an equity interest in certain organizations who, along with their affiliates and/or subsidiaries, act as the sponsor of and/or provide investment advisory services to the Proprietary Funds.

11. Proprietary and Other Money Market and Mutual Funds

Client acknowledges that Proprietary and other money market funds and mutual funds may be held in the Account. Client acknowledges that any money market fund, whether the fund is taxable or tax-exempt and whether the fund holds government backed, privately backed or other securities, may fall below \$1.00 per share even though the fund is designed to preserve the value of Client's investment at \$1.00 per share. Client understands that, for certain money market and mutual funds, BMO Harris, or its affiliates or subsidiaries, may receive compensation directly or indirectly from the funds, the adviser or their distributors for BMO Harris' marketing, recordkeeping and other shareholder services, in addition to its advisory or subadvisory fee, as the case may be, or in addition to its custody fee for the Account. BMO Harris' fees for the Account will not be reduced by the marketing, recordkeeping and other shareholder services fees paid to BMO Harris from any Proprietary Funds or any other money market funds or mutual funds.

12. BMO Harris May Hire Agents

BMO Harris is authorized to employ agents, including any of its affiliates or subsidiaries, and to delegate to them such duties as it deems appropriate. BMO Harris is authorized to rely upon any advice or information furnished by such agents.

13. Consultation With Counsel

BMO Harris is authorized to consult with legal counsel of its choice (which may be counsel of the Client or of BMO Harris) concerning any question that may arise with reference to its duties under this Agreement.

14. Trade Confirmations

Client acknowledges that Client or Client's designee will receive individual confirmations of trades at no extra charge to Client, unless Client directs BMO Harris otherwise in writing.

15. Other Clients

Client understands and agrees that BMO Harris and its affiliates and subsidiaries provide custodial services to others who may or may not have investment policies, asset allocations and investments similar to those in the Account and BMO Harris and its affiliates and subsidiaries may take actions on behalf of such other clients which differ from the actions taken in regard to the Account. Nothing in this Agreement shall impose upon BMO Harris any obligation to purchase, sell or recommend for purchase or sale, with respect to the Account, any security or other investment that BMO Harris or its officers, directors, employees, affiliates or agents may recommend, purchase or sell for its or their own account(s) or for the account of any other client.

16. Compliance with Securities Rules

Client agrees to notify BMO Harris if any securities deposited in the Account are subject to Rule 133, 144 or 145 of the Securities Act of 1933, and Client further agrees to comply with the provisions of these rules in the sale of such securities. In addition, in consideration of BMO Harris acting as custodian of the Account, Client agrees to indemnify BMO Harris for any losses incurred as a result of any sale made in violation of these rules.

17. Overdrafts Prohibited; Security Interest Granted

Client acknowledges that overdrafts in the Account will not be permitted. However, to the extent they do occur, Client authorizes BMO Harris, at its sole discretion, to permit funds to be advanced to the Account and charge the Account additional fees for the amounts advanced for the length of time the overdraft exists, such fees to be charged at BMO Harris' then prime rate of interest. Nothing in this Agreement nor in any course of dealings between Client and BMO Harris will constitute a commitment or an obligation for BMO Harris to advance funds or otherwise extend credit to Client. Client grants to BMO Harris a security interest in the Account at the time of the overdraft to secure the repayment of any funds advanced to the Account and any overdraft fee.