

Federally Insured Cash Account
FICASM

As Offered by USA Mutuals Partners

Supplement to the Terms and Conditions dated May 2010

The forgoing description of the FICA Fee replaces the description set forth in the Terms and Conditions that form a part of your Custody Agreement,

Your FICA Fee will be determined by StoneCastle Cash Management, LLC on the date interest is credited by a Depository Bank and will not exceed 2%. The FICA Fee is based on the difference between the gross rate paid by a depository Bank and the net rate earned by depositor of program. The FICA Fee will never exceed the interest earned by you from the Depository Banks.

The date of this Terms and Conditions Supplement is November 18, 2010

FICASM Program Terms and Conditions

I. Introduction

By opening a FICASM Account, you agree to appoint StoneCastle Cash Management, LLC (“StoneCastle”) as your discretionary investment advisor and authorized agent pursuant to the Terms and Conditions set forth herein. The funds in your FICA Account will be held by U.S. Bank National Association who will be acting as your custodian and as the custodian for the FICA Program. U.S. Bank National Association, in its capacity as the FICA Program custodian, is referred to herein as the “FICA Custodian”.

Amounts in your FICA Account along with funds from other participants in the FICA Program (each participant in the FICA Program including you is referred to as a “FICA Depositor”) will be deposited by the FICA Custodian at the direction of StoneCastle into one or more interest-bearing Federal Deposit Insurance Corporation (“FDIC”) insured accounts (each, a “Depository Account”) at multiple banks (each, a “Depository Bank”). The Depository Account(s) at each Depository Bank will be in the name of one or more sub-custodians (each, a “Sub-Custodian”) acting 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 be a Bank as defined in Section 2(a)(5) of the Investment Company Act of 1940.

The amount of your money on deposit in any single Depository Bank as shown on the records of the FICA Custodian will never exceed the *standard maximum deposit insurance amount* (the “SMDIA”) as set forth by the FDIC. The current SMDIA is \$250,000.

The maximum amount of FDIC insurance that a FICA Depositor can receive under the FICA Program will equal the number of Depository Banks in the FICA Program multiplied by the SMDIA (the “FICA Program FDIC Limit”). The FICA Program FDIC Limit can be obtained from our website at www.FICAaccount.com or by calling (866) 343-5516. In the event of the failure of a Depository Bank, StoneCastle will promptly cause the FICA Custodian to 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 Depository Bank.

Your money will remain under the control of the FICA Custodian. Funds in your FICA Account may only be deposited with Depository Banks by the FICA Custodian at the direction of StoneCastle or withdrawn from your FICA Account by you at your direction. The only amounts that will be withdrawn from your FICA Account will be the FICA Fee (as defined below) which will be withdrawn against interest credited to your FICA Account, and other administrative fees and expenses as described in the FICA Account Custody Agreement of which these FICA Program Terms and Conditions are a part (together, the “Custody Agreement”).

Your money will not be subject to the credit risk of the FICA Custodian. Since your FICA Account is a custody account, assets that are held by the FICA Custodian (including uninvested cash held at the FICA Custodian and deposits in the Depository Accounts at Depository Banks) for safekeeping in custody are not considered assets of the FICA Custodian, and cannot be reached by any creditors of the FICA Custodian. The 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 Depository Banks.

II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain features of the FICA Program. It is prepared for your convenience and must be read in conjunction with the more detailed disclosure below under “III. Detailed Terms and Conditions.”

Eligibility: The FICA Program is only open to participants that are both “accredited investors” under the Securities Act of 1933 and “qualified purchasers” under the Investment Company Act of 1940.

FDIC Insurance: Your funds are deposited into Depository Accounts at the Depository Banks along with funds from other FICA Depositors. The FICA Custodian keeps records of how much each FICA Depositor has on deposit in each Depository Bank based on information supplied to the FICA Custodian by StoneCastle. The amount of money of any FICA Depositor on deposit in any single Depository Bank will never exceed the SMDIA. Accordingly, each FICA Depositor will be entitled to FDIC insurance on all of its funds on deposit in each Depository Bank in the event of the failure of a Depository Bank, unless insurance coverage is impacted by any money you hold at a Depository Bank outside the FICA Program. **Neither StoneCastle nor the FICA Custodian monitors or takes any responsibility for money you may have at a Depository Bank outside the FICA Program. You are solely responsible for monitoring your FDIC coverage at any Depository Bank.** Therefore, you should review the list of Depository Banks carefully. A list of Depository Banks is available when you log into your account on our website. The Depository Banks holding your money will be listed on your account statement along with the amount of funds that you have on deposit in such Depository Bank through the FICA Program.

The FICA Account is a custodial account maintained by the FICA Custodian which may contain cash and reflects your ownership of bank deposit accounts at Depository Banks regulated by bank regulatory agencies under various federal and state banking laws and regulations.

The FICA Custodian acts as your custodian for amounts on deposit through Depository Accounts at the Depository Banks. Amounts in such Depository Accounts are obligations of the Depository Banks and qualify for FDIC insurance protection for each FICA Depositor in the amounts as shown on the records of the FICA Custodian as per the rules of the FDIC. **The amounts in your FICA Account that are not on deposit in Depository Accounts at Depository Banks are not covered by FDIC insurance.**

Access to Funds: Withdrawals from your FICA Account may only be made once per week. You may initiate access to the funds held in your FICA Account by making a withdrawal request by 10:00 a.m. (eastern time) on any Monday (or if such Monday is not a Business Day, then by 10:00 a.m. (eastern time) on the next following Business Day) by completing a Withdrawal Form (which Withdrawal Form can be printed from our website at www.ficaaccount.com) or by calling StoneCastle at (866) 343-5516. See “III. Detailed Terms and Conditions -- G. Withdrawals” for additional details related to withdrawals including timing and ACH processing by the Depository Banks.

Determination of Interest Rates: Interest rates paid on deposits in Depository Accounts are determined at the discretion of the Depository Banks based on prevailing economic and business conditions and are subject to change at any time and without notice. The interest you have earned on your deposits through one or more Depository Accounts at each Depository Bank will be indicated in your account statement. Current interest rates at individual Depository Banks will not be available. You will only earn interest while your funds are on deposit through one or more Depository Accounts at the Depository Banks. You will not earn interest on amounts in your FICA Account that are not on deposit in Depository Accounts at Depository Banks. See “III. Detailed Terms and Conditions -- D. Interest.”

Fees: The fee (the “FICA Fee”) charged to you for participating in the FICA Program will be deducted from your FICA Account at the same time that interest earned by you from your deposits in the Depository Banks through one or more Depository Accounts is credited by the respective Depository Bank. The FICA Fee will be a flat percentage based on the amount and the time you have a deposit through one or more Depository Accounts at the Depository Banks. The FICA Fee percentage can be obtained by calling (866) 343-5516 or if you already have a FICA Account by logging into your account from our website at www.FICAaccount.com. The FICA Fee percentage is subject to change from time to time with prior notice. Neither the FICA Custodian nor any Sub-Custodian will charge you a separate fee for holding your FICA Account but will be paid separately by StoneCastle. In addition, the FICA Custodian may charge you fees for unusual services as outlined in the Custody Agreement. The FICA Custodian and StoneCastle reserve the right to charge additional fees with prior notice.

Risks of the FICA Program: You may receive a lower rate of return on money deposited through the FICA Program than on other types of investments, such as money market mutual funds. In the event of a failure of a Depository Bank, there may be a time period during which you may not be able to access your money. In addition, there may be circumstances under which the time it takes to access the funds in your FICA Account may be delayed. See “III. Detailed Terms and Conditions – G. Withdrawals.”

Safety of the Program: **Your money remains under the control of the FICA Custodian.** Funds in your FICA Account may not be withdrawn by any person except yourself or the FICA Custodian, as provided in the Custody Agreement and herein. Funds in your FICA Account will be deposited with Depository Banks by the FICA Custodian at the direction of StoneCastle or withdrawn by you at your direction. The only amounts that will be withdrawn by the FICA Custodian from your FICA Account are the FICA Fees and other administrative fees and expenses as outlined in the Custody Agreement. See “III. Detailed Terms and Conditions – H. Account Fees and Charges.”

Your money will not be subject to the credit risk of the FICA Custodian. Since your FICA Account is a custody account, assets that are held by the FICA Custodian (including uninvested cash held at the FICA Custodian and deposits in the Depository Accounts at Depository Banks) for safekeeping in custody are not considered assets of the FICA Custodian, and cannot be reached by any creditors of the FICA Custodian. Uninvested cash that is held in your FICA Account will be segregated from the other assets of the FICA Custodian or its other custodian clients and deposits in the Depository Accounts at Depository Banks are not considered assets of the FICA Custodian, and cannot be reached by any creditors of the FICA Custodian. The 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 Depository Banks.

Funds held by the FICA Custodian that are not deposited with the Depository Banks will not earn any interest or earnings credit and will not be covered by FDIC insurance. However, because such funds are not held as an asset of the FICA Custodian (or reflected as a liability of the FICA Custodian), amounts so held are not subject to the credit risk of the FICA Custodian.

III. Detailed Terms and Conditions

A. Account Eligibility

The FICA Program is only open to participants that are both “accredited investors” under the Securities Act of 1933 and “qualified purchasers” under the Investment Company Act of 1940. The FICA Program is not open to Benefit Plans (as defined below).

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.

B. Appointment of StoneCastle as your Agent

By opening a FICA Account, you (the account holder) appoint StoneCastle as your discretionary investment advisor and authorized agent to direct the FICA Custodian pursuant to these Terms and Conditions, which StoneCastle may modify by notice to you.

StoneCastle will select the Depository Banks 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 being held in your FICA Account into the Depository Accounts being held at the Depository Banks. If you make a redemption request, StoneCastle will act as your agent in directing the FICA Custodian to withdraw funds being held in the Depository Accounts at the Depository Banks and crediting such funds to your FICA Account. The FICA Custodian will transfer funds from your FICA Account as you may 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.

C. Information about StoneCastle, the FICA Custodian and the Depository Banks

StoneCastle Cash Management, LLC is registered as an investment adviser with the SEC.

U.S. Bank National Association is a national banking association with trust powers with an office in Boston, Massachusetts. U.S. Bank National Association is not affiliated with StoneCastle.

Each Sub-Custodian will be a Bank as defined in Section 2(a)(5) of the Investment Company Act of 1940.

Currently, none of the Depository Banks are affiliated with StoneCastle or the FICA Custodian. However, StoneCastle reserves the right to direct funds in your FICA Account into a bank affiliated with StoneCastle, the FICA Custodian or a Sub-Custodian, subject to all applicable laws.

You can obtain publicly available financial information concerning any of the Depository Banks at www.fdic.gov or by contacting the FDIC office of Consumer Affairs by letter at 550 17th Street, N.W., Washington, D.C. 20429 or by phone at 877-275-3342.

D. Interest

Interest rates paid on deposits in Depository Accounts are determined at the discretion of the Depository Banks based on prevailing economic and business conditions and are subject to change at any time without notice. The interest rate paid by any Depository Bank may fluctuate daily based on market conditions. The interest earned on your deposits through one or more Depository Accounts at each Depository Bank will be set forth in your account statement.

The FICA Fee charged to you for participating in the FICA Program will be deducted from your FICA Account at the same time that interest earned by you from your deposits through one or more Depository Accounts at the Depository Banks is credited by the respective Depository Bank. The FICA Fee will never exceed the interest earned by you from the Depository Banks. The FICA Fee will be a flat percentage based on the amount and the time you have a deposit through one or more Depository Accounts at the Depository Banks. The FICA Fee percentage can be obtained by calling (866) 343-5516 or if you already have a FICA Account by logging into your account from our website at www.FICAaccount.com.

Interest will be credited to your FICA Account on the same day that interest is credited by a Depository Bank to Depository Accounts at such Depository Bank. However, posting of such interest to your FICA Account may not be on a same day basis. For example, if Depository Bank A pays and posts interest on 1/31/XX but interest is not posted to your FICA Account until 2/1/XX, your FICA Account will be credited with that interest effective as of 1/31/XX.

Prior to the date a Depository Bank credits the Depository Account(s) at such Depository Bank, neither StoneCastle nor the FICA Custodian will calculate or accrue interest on your FICA Account. As set forth above, interest is credit and posted to your FICA Account only when the Depository Banks credit their respective Depository Accounts. The rate you earn on your deposits at any Depository Bank through the FICA Program may be higher or lower than the rates available to depositors making non-FICA Program deposits with a Depository Bank or with rates offered by other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, 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 but StoneCastle reserves the right to charge additional fees (over and above the FICA Fee) or to exclude you from the FICA Program if you make frequent withdrawals. See “— G. Withdrawals” below.

Funds held by the FICA Custodian that are not deposited with the Depository Banks will not earn any interest or earnings credit on such amounts. In addition, you will not earn interest on amounts on the day that the FICA Custodian sends funds from your FICA Account to the Depository Banks (i.e., the Depository Bank will generally, but not always, credit the Depository Account on the Business Day (as defined below) following the day the FICA Custodian sends the funds by ACH transfer). In the case of a withdrawal from a Depository Bank, you will not earn interest on the day the Depository Bank sends funds from the Depository Account to your FICA Account and your FICA Account should generally, but not always, be credited with good funds on the Business Day following the day the Depository Bank sends the funds by ACH transfer.

In the case of an ACH transfer to be initiated by the FICA Custodian from your FICA Account to the Depository Bank, good funds must be at your FICA Account by 10:00 a.m. (eastern time) on a Business Day for the ACH transfer to be initiated on such day (in which case the Depository Bank should generally credit the Depository Account on the next Business Day, at which time you will begin accruing interest).

If funds are received after 10:00 a.m. (eastern time) on any Business Day or funds are received on a non-Business Day, then the ACH transfer will be initiated on the next Business Day (in which case the Depository Bank should generally credit the Depository Account on the second business day following the FICA Custodian's receipt of funds, at which time you will begin earning interest).

Withdrawals from your FICA Account may only be made once per week. To initiate a withdrawal, you must notify StoneCastle of the withdrawal request by 10:00 a.m. (eastern time) on any Monday (or if such Monday is not a Business Day, then by 10:00 a.m. (eastern time) on the next following Business Day) in which case the withdrawal request should be initiated at the Depository Banks on such day. In such event, the ACH transfers by the Depository Banks should occur on such day (in which case the FICA Custodian should receive the ACH transfer from the Depository Banks on the next Business Day, at which time you should have good funds in your FICA Account). If a withdrawal request is received after 10:00 a.m. (eastern time) on any Monday (or if such Monday is not a Business Day, after 10:00 a.m. (eastern time) on the next following Business Day), then your withdrawal request will be initiated for the following Monday.

In addition, if StoneCastle reallocates funds between Depository Banks, in whole or in part, on any Business Day, such transfer will generally be processed by the transferor Depository Bank by ACH transfer on such day, in which case the transferee Depository Bank should receive the ACH transfer and deposit such amounts in the Depository Accounts at such transferee Depository Bank on the following Business Day. During such period, you will not earn interest on the amounts transferred.

The ACH transfers described above may not occur within the timeframes described above, and none of StoneCastle, the FICA Custodian nor any Sub-Custodian will be responsible for delays in processing of ACH funds transfers to or from your FICA Account or to or from Depository Accounts, or between Depository Banks.

E. Deposits

There is a \$5,000,000 minimum initial deposit required to open a FICA Account. StoneCastle may lower such minimum in its discretion. There is no minimum amount required for subsequent deposits.

Good funds must be at your FICA Account by 10:00 a.m. (eastern time) on a Business Day for ACH transfers of such amounts to be initiated to the Depository Banks on such date. See “—D. Interest” above.

You should call StoneCastle at (866) 343-5516 or consult our website at www.FICAaccount.com for wiring instructions for your FICA Account. All deposits must be in U.S. dollars.

F. Depository Banks

A list of the current Depository Banks in which funds in your FICA Account are deposited can be obtained by logging into your account from our website at www.FICAaccount.com. Each Depository Bank is a separate FDIC-insured depository institution.

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 Depository Banks. The Depository Account(s) at each Depository Bank will be named as follows (or in a substantially similar manor: “[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.” I.e., each Sub-Custodian will act as custodian for the FICA Custodian who will be acting as custodian for the FICA Depositors. In the event of the failure of a Depository Bank, StoneCastle will promptly cause the Sub-Custodian to 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 Depository Bank.

StoneCastle will select the Depository Banks into which the funds in your FICA Account will be deposited. StoneCastle may, in its discretion, include additional Depository Banks in the FICA Program, remove Depository Banks from the FICA Program, transfer balances between Depository Banks and determine the amounts and order of deposits into Depository Banks, in each case in its sole discretion.

In the event that a Depository Bank rejects additional deposits, or decides to return funds to the FICA Custodian (or closes the Depository Accounts at the Depository Bank entirely), or StoneCastle decides to

withdraw funds in whole or in part from a Depository Bank, StoneCastle will direct the FICA Custodian to transfer such funds to one or more other Depository Banks. During the period such funds are transferred by ACH transfer from the transferor Depository Bank and received by the transferee Depository Bank, you will not earn interest on the amounts transferred. See “—D. Interest” above.

Under federal regulations, Depository Banks may exercise the right to require seven (7) days’ notice before permitting a transfer of funds out of a Deposit Account.

G. Withdrawals

Withdrawals from your FICA Account may only be made once per week. You may make a withdrawal request from your FICA Account by completing a Withdrawal Form (which Withdrawal Form can be printed from our website at www.FICAaccount.com or otherwise obtained by calling (866) 343-5516) and faxing or e-mailing the completed Withdrawal Form to us. All Withdrawal Forms will require you to include the name(s) and signature(s) of all account holders, the account number, the dollar amount you want to withdraw, and how and where to send the proceeds. The following situations require the signature on the Withdrawal Form to be notarized: (1) any withdrawals if the withdrawal proceeds are not being sent to the account holder's previously designated bank or brokerage account; or (2) withdrawals on accounts whose address has been changed within the past 30 days. Generally, you may not request that funds be sent to a person other than the account owner or to an address other than the account holder's address of record.

If StoneCastle receives the fully completed Withdrawal Form by 10:00 a.m. (eastern time) on any Monday (or if such Monday is not a Business Day, then by the next following Business Day), the withdrawal request should, under normal conditions, be initiated and processed at the Depository Banks on such day. In such event, the ACH transfers by the Depository Banks should occur on such day (in which case the FICA Custodian should receive the ACH transfer from the Depository Banks on the next Business Day, at which time you should have good funds in your FICA Account). If a fully completed Withdrawal Form is received after 10:00 a.m. (eastern time) on any Monday (or if such Monday is not a Business Day, then by 10:00 a.m. (eastern time) on the next following Business Day), then your withdrawal request will be initiated for the following Monday.

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 post to your FICA Account since interest is credited to your FICA Account on the same day that interest is credited by the Depository Banks to the Depository Accounts. Since Depository Banks do not generally post interest to a Depository Account on a same day basis, you may have a delay between your withdrawal request and the time 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.

StoneCastle will determine which Depository Bank(s) from which to process your withdrawal requests.

H. Account Fees and Charges

The FICA Fee charged to you for participating in the FICA Program will be deducted from your FICA Account at the same time that interest earned by you from your deposits in the Depository Banks through one or more Depository Accounts is credited by the respective Depository Bank. The FICA Fee will be a flat percentage based on the amount and the time you have a deposit through one or more Depository Accounts at the Depository Banks. Neither the FICA Custodian nor any Sub-Custodian will charge you a separate fee for holding your FICA Account but will be paid separately by StoneCastle. The FICA Fee percentage can be obtained by calling (866) 343-5516 or if you already have a FICA Account by logging into your account from our website at www.FICAaccount.com.

In addition, the FICA Custodian will charge you fees for unusual services and other administrative fees and expenses as outlined in your Custody Agreement and such amounts may be deducted by the FICA Custodian from the FICA Account. The FICA Fee percentage is subject to change from time to time with prior notice. The FICA Custodian and StoneCastle reserve the right to charge additional fees with prior notice. StoneCastle also reserves the right to charge an account holder for specific costs incurred in processing unusual transactions, including but not limited to wire requests, copies of statements and special research services.

I. Account Statements

You will receive your monthly and/or quarterly statement(s) electronically via the website. StoneCastle will send you 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 specifically 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.

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

- Have a personal computer with Internet and Email Access.
- Have an internet browser that supports 128-bit encryption. Any of Internet Explorer Version 6.0 or higher, Netscape Navigator Version 6.1 or higher or 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.
- Have a valid email address.
- Have 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.

All activity with respect to your FICA Account, including your account balance through one or more Depository Accounts at each Depository Bank and the interest earned and posted with respect to your deposits at each individual Depository Bank for the period covered, will appear on your periodic account statement, as well as the aggregate of your opening and closing balances in your FICA Account. You will not receive a separate statement from the Depository Banks.

You should download and retain all account statements. You must notify StoneCastle immediately of any discrepancies noted on your account statement.

J. Days of Operation

The FICA Program is open Monday through Friday, 8:30am until 5:30pm (Eastern time) except for New Year's Day, Martin Luther King Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day (each such 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 Depository Bank is open for business.

K. FDIC Deposit Insurance

The funds in your FICA Account will be deposited into Depository Accounts at the Depository Banks along with funds from other FICA Depositors. The FICA Custodian keeps records of how much each FICA Depositor has on deposit in each Depository Bank based on information supplied to the FICA Custodian by StoneCastle. The amount of money of any FICA Depositor on deposit in any single Depository Bank through one or more Depository Accounts will never exceed the SMDIA. Accordingly, each FICA Depositor will be entitled to FDIC insurance on all of its funds on deposit in each Depository

Bank in the event of the failure of a Depository Bank unless insurance coverage is impacted by any money you hold at a Depository Bank outside the FICA Program. **Neither StoneCastle nor the FICA Custodian or Sub-Custodian monitors or takes any responsibility for money you may have at a Depository Bank outside the FICA Program. You are solely responsible for monitoring your FDIC coverage at any Depository Bank.** Therefore, you should review the list of Depository Banks carefully. A list of Depository Banks is available when you log into your account on our website. The Depository Banks holding your money will be listed on your account statement along with the amount of funds that you have on deposit in such Depository Banks through the FICA Program. **Any amount by which the sum of your direct deposits at a Depository Bank outside the FICA Program plus the amounts that you have on deposit in such Depository Bank through the FICA Program exceeds the SMDIA will not have FDIC insurance.**

In the event of the failure of a Depository Bank, StoneCastle will promptly cause the Sub-Custodian to 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 Depository Bank. 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 Depository Bank.

The amounts in your FICA Account that are not on deposit in Depository Accounts at Depository Banks are not covered by FDIC Insurance. However, such amounts are not subject to the credit risk of the FICA Custodian because such amounts are not held as an asset of the FICA Custodian (or reflected as a liability of the FICA Custodian).

L. Tax Withholding: 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. Consult your tax advisor.

M. 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 Depository Banks until sufficient documentation has been received.

N. 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/brokerage account of record.

O. Ordinary Care: Any liability for any act or failure to act by StoneCastle, the FICA Custodian, a Sub-Custodian or any Depository Bank 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 Depository Bank in reliance upon or in accordance with the rules and regulations of the Uniform Commercial Code or any rule or regulation of any state or federal agency having jurisdiction over such party shall constitute ordinary care. In no event shall StoneCastle, the FICA Custodian, a Sub-Custodian or any Depository Bank be liable for any type of indirect, special, consequential or punitive damages, even if we are aware of the potential for such damages.

P. Personal Information: You agree that StoneCastle, the FICA Custodian and their 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 provided to you at the time you opened your account and annually thereafter.

Q. Legal Process: You agree that StoneCastle, the FICA Custodian, a Sub-Custodian and the Depository Banks 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 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 Sub-Custodian may charge such costs to your FICA Account. You agree to indemnify, defend and hold StoneCastle, the FICA Custodian, a Sub-Custodian and the Depository Banks harmless from all actions, claims, liabilities, losses, costs, attorney's fees, and damages associated with their compliance with any process that such party believes in good faith to be valid. You further agree that StoneCastle, the FICA Custodian, a Sub-Custodian and the Depository Banks 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.

R. Confidentiality and Ownership of the FICA Program: You agree (a) not to disclose the identity of Depository Banks in the FICA Program to others 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 Depository Banks 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.

S. 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 New York without regard to its conflict of law provisions. Unless otherwise provided herein, StoneCastle, the FICA Custodian, a Sub-Custodian and the Depository Banks 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.

All questions regarding your account should be directed to StoneCastle.

StoneCastle may change these Terms and Conditions at any time upon 15 days prior notice to you or such shorter time as may be set forth herein. By your use of the FICA Account, you agree to the terms provided herein.