

MARQUETTE BANK

TRUST DEPARTMENT AGENCY AGREEMENT

This Agency Agreement is entered into this _____ day of _____, 200____, between:

as Principal, and the MARQUETTE BANK TRUST DEPARTMENT, as Agent.

1. Account Type: Agent will hold in safekeeping the investments which may from time to time be deposited to the account by the Principal, upon the following terms:

_____ **Investment Management Account**: Agent will periodically review the investments held hereunder and will exercise its sole discretion in the selection, purchase, and sale of securities for the account, in accordance with the Principal's investment objective.

_____ **Investment Advisory Account**: Agent will periodically review the investments held hereunder and will render to Principal such recommendations, comments or suggestions which Agent, in view of the Principal's investment objective, may deem timely and advisable. Agent will buy, sell, receive, deliver, or otherwise deal with the property deposited hereunder upon the instructions of the Principal.

_____ **Custody Account**: Agent is not obligated to review the investments held in the account. Agent will act only upon the written direction of the Principal.

2. Income: Agent will collect income from time to time earned on investments held in the account and distribute it (monthly/quarterly), as follows:

_____ Remit by check to Principal

_____ Credit Marquette Bank Account # _____

_____ Transfer to principal cash for reinvestment

_____ Other _____

3. Statements: Agent will provide (monthly, quarterly, semi-annual, and annual) statements showing transactions which have occurred in the account and the securities and value of said securities in the account as of the date of the statement. Agent will also provide an annual summary and tax letter for income tax purposes.

4. Proxies: Agent will vote all proxies as follows:

_____ Agent will vote all proxies as deemed, in the Agent's sole discretion, to be advisable, in view of the Principal's investment objectives.

_____ Agent will vote all proxies in favor of management, unless the Principal directs otherwise in writing.

5. Registration of investments: Agent is authorized to hold securities for this account as the Agent deems appropriate from time to time in bearer form, in Principal's name on an uncertificated basis with the issuer or its agent, in street name, in nominee names, (either Agent's nominees or those of the Agent's authorized agents), in book entry at a Federal Reserve Bank, and/or at any recognized security depository.

6. Agent Authorized to Act on Behalf of Principal: Agent is authorized to sign without disclosure of its identity as the Principal's agent (attorney in fact), and to guarantee such signature as the Principal's signature and to deliver in the Principal's name any assignments, stock or bond powers or any other documents or instruments which the Agent deems necessary and proper to accomplish any authorized sale, transfer, assignment or other distribution of transferable securities or obligations held in the account or to collect and receive for the account any drafts, claims, or other payments due. Agent may sign and deliver such instruments for the Principal as the Principal's sole directs and in the Principal's name alone or as the Principal's attorney-in-fact, subject to the terms of the Illinois Power of Attorney Act from time to time in effect.

7. Fees: The Agent's fee for its services hereunder will be based on its published fee schedule or the schedule in use at the time of service. The Agent's fee and expenses will be charged directly to the account (monthly or quarterly), at the end of the specified period. The Principal acknowledges receipt of the Agent's schedule of fees in effect as of the date of this Agreement. The agent is authorized to pay all expenses incurred in the administration of this account, and may employ and pay reasonable compensation to agents, attorneys and counsel, including investment counsel.

8. Agent's Investment Direction: The Agent is authorized to accept investment direction from the Principal and confine the exercise, purchase or sale of said investments to those permitted by Illinois law.

9. Confirmations: The Principal acknowledges that he/she is entitled to confirmation of trades and directs the Agent to send such confirmations.

10. Money Market Funds: The Principal specifically authorizes the use of money market funds, which the Agent selects from time to time, as investment vehicles for the account. These funds may include taxable or tax-exempt funds, whether government or privately backed. The Agent may receive directly from the fund compensation for its accounting and administrative services provided to the fund. Principal acknowledges the potential use of these funds and acknowledges receiving a prospectus for these funds.

If this account is a Custody Account, the Principal authorizes the Agent to maintain assets in interest-bearing accounts with the banking department of Marquette Bank.

11. Shareholder Service Fees: The Agent may from time to time enter into agreements with various mutual funds, their providers or shareholder services companies (the "Funds"), whereby the Agent receives compensation from the Funds, either directly in the form of shareholder services fees or indirectly in the form of goods and services, in exchange for the Agent's providing distribution and administrative support services to the Funds.

Shareholder service fees received by the Agent will not be credited to the Principal's account and will not reduce the Agent's fee for its services under this Agreement.

12. Reliance by Agent upon Fax, or Written instructions: The Agent may, in its discretion, and at the sole risk of the Principal, act upon fax or written instructions which the Agent believes to be genuine.

13. Governing Law: This Agreement shall be construed in accordance with and be subject to the laws of the State of Illinois.

14. Termination: This account may be terminated by either party upon thirty (30) days prior written notice to the other. Upon termination of this account, the Agent shall deliver the property in the account as directed by the Principal in writing.

15. Entire Agreement: This Agreement supersedes all agreements previously made between the Agent and Principal. There are no other understandings or agreements between the parties.

16. SEC Rule 14b-1(c) Disclosure Authorization:

_____ Yes, the Agent is authorized to release the Principal's name and address and the account's share position to requesting companies.

_____ No, the Agent is **not** authorized to release the Principal's name and address and the account's share position to requesting companies.

17. Special Instructions: _____

18. Identification: Federal Law requires us to obtain, verify and record information that identifies each person who opens an account. Please provide us with a photocopy of your Drivers License, State I.D. or Passport and a photocopy of your Social Security Card.

19. W-9 Information: Under penalties of perjury, (1) I certify that the number shown on this Agreement is my correct Taxpayer identification number and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interests or dividends, or the Internal Revenue Service (IRS) has notified me that I am no longer subject to backup withholding. **Instruction to Principal:** If you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return, **you must cross out the language in clause (2).**

Social Security Number: _____

or

Tax Identification Number: _____

Date of Birth: _____

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate on the day and year first written above:

Principal (s): _____

MARQUETTE BANK TRUST DEPARTMENT, as AGENT

By: _____

Its: _____

Until further notice, all communications are to be addressed to the Principal as follows:

Name: _____

Address: _____

Telephone: _____