

409 Silverside Road, Suite 105 Wilmington, DE 19809 P: 302.385.5102 F: 302.385.5188

THIS A	GREEMENT , made this _	day of	, 20	, is by and bet	ween The Bancorp
Bank, v	vith its principal place o	of business at 409 Silverside Road,	Suite 105, Wilmingto	on, DÉ 19809	(hereinafter called
"Bank"	and		(here	inafter called "	Customer").

This Agreement sets forth the terms and conditions under which Bank will provide wire transfer of funds services to Customer. In consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1. Authority. Subject to the terms and conditions of this Agreement, Customer hereby authorizes Bank and Bank hereby agrees to honor, execute and charge to Customer's designated account(s) at Bank all telephonic, oral or written (including via facsimile transmission or via electronic or other means) requests by Customer for the wire transfer of funds.
- 2. Authorized Representatives of Customer. Customer shall provide on Schedule A the written designation of each person ("Authorized Representative") authorized to act in Customer's behalf in making telephonic, oral or written wire transfer requests. BANK SHALL BE ENTITLED TO RELY UPON THE AUTHORITY OF EACH SUCH PERSON UNTIL SUCH TIME AS BANK RECEIVES WRITTEN NOTICE FROM CUSTOMER OF THE REVOCATION OF SUCH AUTHORITY.
- Security Procedures. Unless Customer elects to decline Bank's security procedures by executing and delivering Schedule B, Bank will assign a unique Personal Identification Number ("PIN") to each Authorized Representative of Customer identified on <u>Schedule A</u> and designate special security procedures to be used in connection with any wire transfer request. Customer and Bank shall each use its best efforts to prevent the disclosure of the special security procedures and PIN applicable to the wire transfer of funds hereunder to anyone other than Authorized Representative(s) of Customer or Bank. If Customer believes or has reason to believe that the confidentiality of such procedures or PIN has been compromised, notice of that fact shall be given to Bank in writing immediately, but in no event more than one business day from the date of discovery. Customer further covenants and agrees that no individual will be allowed to initiate wire transfers on its behalf in the absence of proper supervision by Customer, and Customer shall implement and maintain at all times adequate safeguards to prevent unauthorized wire transfer requests from being made on its behalf. Bank reserves the right to re-issue PINs and change its special security procedures as Bank deems necessary in its sole discretion.
- Verification of Wire Transfer Requests. Bank will process a wire transfer request from Customer or its Authorized Representative(s) only when it has complied with Bank's special security and verification procedures. Unless Customer elects to decline Bank's wire transfer request verification procedures by executing and delivering <u>Schedule B</u>, upon receipt of a wire transfer request from an Authorized Representative, whether such wire transfer request is telephonic, oral or written (including via facsimile transmission or via electronic or other means), Bank will call the Authorized Representative identified on such wire transfer request at the telephone number identified on Schedule A for such Authorized Representative, or any other person listed on Schedule A, and require the Authorized Representative to confirm Authorized Representative's PIN and comply with any other verification procedures then in effect. Bank may conclusively presume that any person at the number listed for the Authorized Representative identified on a wire transfer request that possesses the appropriate PIN and otherwise complies with other verification procedures is an Authorized Representative, and Bank shall regard their instructions as being authorized by Customer. Customer agrees to supply Bank, upon request, any information Bank may reasonably request, including, but not limited to, further evidence of authority to consummate such wire transfers or perform other acts under the terms of this Agreement. Customer agrees that any wire transfer request, or request for amendment to or cancellation thereof under Paragraph 8 hereof, that is made pursuant to the security and verification procedures set forth in Paragraph 3, above, and this Paragraph 4, shall be conclusively deemed the Customer's instruction, whether or not Customer has authorized the same, and Customer shall be required to pay Bank, and Bank is authorized to charge Customer's account, for any such wire transfer request made pursuant to the security and verification procedures set forth in Paragraph 3 and Paragraph 4.
- Adequacy of Security and Verification Procedures. Customer acknowledges that the security and verification procedures set forth herein, and otherwise implemented by Bank from time to time, will not detect error in the transmission or content of the wire transfer instruction, and Customer agrees that it shall be solely responsible for the discovery and identification of any error and to advise Bank of such error as prescribed herein. Customer agrees that the security and verification procedures set forth in Paragraphs 3 and 4 of the Agreement, and otherwise implemented by Bank from time to time, are commercially reasonable, and that Customer shall be bound by any wire transfer instruction issued in Customer's name and accepted by Bank in compliance with the security and verification procedures set forth herein and as otherwise may be implemented by Bank from time to time.

- 6. Procedure. All wire transfer requests will conform to Bank's then-existing procedures, which may be amended by Bank from time to time in its sole discretion. Such procedures include the method for submitting wire transfer requests and cut-off times for all beneficiaries and their respective financial institutions. Customer understands that the account/routing/transit number assigned to banks and to the accounts of recipients of transfers is critical to the transfer function. Customer acknowledges and agrees that Bank and the beneficiary's bank may rely solely upon the account/routing/transit number or similar identifying number. Customer provided in the wire transfer request to identify (i) the beneficiary, (ii) the beneficiary's bank, and (iii) an intermediary bank to be used in executing such wire transfer. Customer shall be required to pay Bank, and Bank is authorized to charge Customer's account, for any wire transfers made by Bank at Customer's request utilizing solely any such account/routing/transit number or similar identifying numbers, even when they have also identified the beneficiary or bank by name. In the event of a discrepancy in Customer's wire transfer request between the name of the beneficiary of a bank and such beneficiary's account/routing/transit or similar identifying number, Bank will, and is authorized to, make payment on the basis of such identifying number, even if it results in a beneficiary or bank other than the one designated by the Customer by name being paid.
- 7. Recording Telephone Conversations. Customer authorizes Bank to electronically record any telephone conversation between Bank and Customer in its sole discretion, and to retain such recordings indefinitely.
- 8. Time of Wire Transfer Request; Sufficient Funds Available. Bank shall provide Customer with a schedule showing the business hours during which it handles wire transfer requests. Requests received on Saturday will be handled on the next business day. Bank may act upon all transfer requests on the date received, when received prior to the deadlines required by Bank. Bank shall not be required to act on the day it receives a request, if it receives the request after the business hours set forth in its schedule or cannot reasonably execute the wire transfer request within such business hours. Bank is authorized to use any means for the transmission of funds that Bank may consider suitable. Bank shall not be required to honor wire transfer requests, unless Customer has or arranges to have in its account(s) at Bank a balance of actually or finally collected funds sufficient to cover the amount of the wire transfer and service fees to be charged for same to such account(s). Because of circumstances beyond its control, if Bank is delayed beyond the time limits provided in the schedule or by law in acting upon a transfer request, the time for acting shall be extended for the time necessary to complete the action, if Bank exercises such diligence as the circumstances require.
- 9. Handling of Wire Transfer Requests, Amendments, Revocations and Discrepancies. Customer may ask Bank to amend or cancel any transfer or related instruction (authenticated by procedures set forth in Paragraph 4, Paragraph 5 or Paragraph 6 of this Agreement), and Bank will use its best efforts to comply with such request if the request is made at a time and in a manner that gives Bank a reasonable opportunity to act on the request before it makes the transfer or carries out the instruction as Customer originally requested; provided, however, that Customer agrees that Bank shall not be responsible and will have no liability for any loss resulting from any delay in handling or consummation of any wire transfer request, or for Bank's inability for any reason to carry out a requested amendment or cancellation of any wire transfer request. If Customer asks Bank to recover funds that Bank has already transferred in accordance with a wire transfer request, Bank may do so in its sole discretion, but Bank shall be under no obligation to seek recovery of any funds. If Bank grants such request to attempt to recover funds, Bank will take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before Bank received and had time to act upon the request to amend or cancel the transfer request.
- 10. Recurring Wires. Recurring wires are those that are initiated on a recurring (scheduled) basis as instructed by Customer on Schedule C. Upon Customer's request, Bank will send recurring wire transfers to the financial institution identified as the recipient on Schedule C. Customer agrees that its execution and delivery to Bank of Schedule C constitutes an effective and continuing authorization by Customer for Bank to consummate the recurring wires identified therein. Recurring wire transfer authorizations shall continue and remain in full force and effect until Bank has received written notification from Customer revoking such recurring wire transfer in such a time and manner as to afford Bank a reasonable opportunity to act on it. Bank requires Customer to submit said revocation of authorization by completing the section titled "Revocation of Authorization" on Schedule C and submitting it in accordance with the instructions on Schedule C. Customer acknowledges and agrees that the Customer call-back and PIN verification procedures set forth in Paragraph 3 and Paragraph 4, above, shall only be conducted by Bank upon the initial submission of a recurring wire request in the form of Schedule C and upon Customer's request to revoke a recurring wire transfer in accordance with this Paragraph 10 and Schedule C.

- 11. Currency Conversion. Unless specified to the contrary, a request by Customer for the wire transfer of funds shall be sent in United States Dollars. Customer agrees that if it requests a transfer of funds in a currency other than United States Dollars, Bank will convert the currency at Bank's current exchange rate for the specified foreign currency. If any funds are returned to Customer in a currency other than United States Dollars, Bank will convert the returned foreign currency into United States Dollars at its current exchange rate for such currency at the time of the return. If Bank does not have current exchange rates for the particular foreign currency involved, Bank will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and Customer shall pay Bank a reasonable fee for such services. In no event shall Bank be liable to Customer for any losses arising from currency conversions effected by Bank in good faith within a reasonable time after receiving funds for conversion.
- 12. Duties of Bank. Bank has only those duties and responsibilities specifically set forth in this Agreement. Bank shall exercise the same degree of care and discretion in acting upon oral or written instruction for the wire transfer of funds as Bank would ordinarily take in the wire transfer of funds for its own account; PROVIDED, HOWEVER, BANK SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY BANK EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Any claim for compensation by Customer must be made in writing and received by Bank within a reasonable time, not exceeding fourteen (14) days from the date of the transaction on which the claim is based.
- 13. Indemnification of Bank. Except to the extent that Bank is liable under Paragraph 12 of this Agreement, Customer hereby agrees to indemnify and hold harmless Bank, its directors, officers, employees and agents from all claims, demands, judgments and expenses (including their attorneys' fees) arising out of or in any way connected with acts or omissions by Bank, its directors, officers, employees or agents in connection with the services agreed to hereunder. Customer acknowledges that this indemnification shall survive the termination of this Agreement.
- 14. Limitation of Liability. Customer agrees that Bank, in dealing with an Authorized Representative of Customer who follows applicable security procedures and provides the PIN (if such security procedures and PIN are required by Bank), shall be entitled to accept and rely on any representation of such Authorized Representative that the purpose of exercising the authority is within the scope of the business of Customer. BANK SHALL NOT BE OBLIGATED TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR TO ASSURE THAT ANY FUNDS OF THE CUSTOMER ARE IN FACT APPLIED OR USED FOR ANY PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE; AND BANK SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF THE CUSTOMER TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY HEREIN GRANTED. BANK IN NO EVENT SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR FAILURE OF PERFORMANCE OF SERVICES HEREUNDER. Nor shall Bank be liable for the insolvency, neglect, misconduct, mistake or default of another bank or person in initiating or completing wire transfer transactions.
- 15. Fees and Charges. Bank may charge to Customer's account(s) such reasonable wire transfer fees as Bank may impose from time to time in accordance with its customary pricing policies. Bank may also reimburse itself by debits to Customer's account(s) for any direct charges incurred by Bank in connection with transfers of funds, including, but not limited to, any charges from a third party, telex transmission charges, transfer fees, international wire transfer charges, and other similar charges.
- 16. Force Majeure. Bank shall not be liable or responsible for failure to perform, delays or errors that occur by reason of acts of civil or banking authorities; national emergencies; labor difficulties; acts of God; insurrection; war; power supply failure; malfunctions or unavoidable difficulties with Bank's wire transfer equipment; acts of, delays by or failure to act by any carrier and/or agent Bank may use to carry out the services to be provided under this Agreement; or any other cause or condition beyond Bank's control.
- 17. Termination. This Agreement shall remain in full force and effect until terminated by either party by written notice, which notice shall specify the date of such termination. Any such termination shall not affect any rights or obligations of either party that accrue prior to the effective date of termination. Bank may terminate this Agreement immediately if it has reasonable cause to believe that Customer or any Authorized Representative is committing or attempting to commit an illegal or otherwise improper act, whether by means of transfer requests or other instructions covered by this Agreement or by any other means. All representations, warranties and obligations of Customer shall survive any termination of this Agreement, whether with or without cause.

- 18. Compliance with Laws. By using wire transfer services, or any other service provided by Bank, Customer hereby represents that Customer is authorized under United States federal, state and local laws to conduct financial transactions with Bank and Customer is not subject to sanctions by the Office of Foreign Assets Control (OFAC). Bank vigorously enforces the laws and regulations promulgated by OFAC and, in accordance with OFAC rules, Bank reserves the right to: (i) check the names of current and new customers against OFAC's database, and (ii) block and/or reject transactions until Bank is satisfied that Customer, or any of Customer's beneficiaries, collateral owners, quarantors/co-signers and/or receiving parties are not subject to OFAC sanctions. Customer hereby represents and warrants to promptly notify Bank if Customer, or any of Customer's beneficiaries, collateral owners, guarantors/co-signers and/or receiving parties, have been, are now, or ever become subject to OFAC sanctions.
- 19. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, including Uniform Commercial Code Article 4A, as adopted, and applicable federal law. All wire transfer instructions issued to Bank in the name of Customer shall also be subject to the rules and regulations of any funds transfer system used by Bank and, where applicable, Subpart B of Regulation J, 12 CFR Part 210. If a wire transfer instruction received by Customer is to be handled under any general or specific statute, rule, regulation or license of the United States or any agency thereof, it is understood that such wire transfer instruction shall be subject to such statute, rule, regulation or license. Customer consents to the jurisdiction of the courts of the State of Delaware and waives any argument that such a venue is inconvenient.
- 20. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to Bank or to Customer, whether by merger, consolidation or otherwise. This Agreement may not be assigned or transferred by Customer without the prior written consent of Bank.
- 21. Severability. Should any provision of this Agreement be declared invalid or unenforceable, the provision shall be ineffective only to the extent of the invalidity or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- 22. Amendments and Modifications. Bank may, from time to time, notify Customer of an amendment, change or modification to the terms and conditions contained in this Agreement. By delivering wire transfer instructions to Bank on or after 30 days following the date such notice is sent by Bank, Customer will be conclusively deemed to have agreed to any amendment, change or modification contained in the notice.
- 23. Notices. All written notices required or desired to be given under this Agreement shall be sent by mail to:

	Bank:	The Bancorp Bank Attn: Wire Transfer Depart 409 Silverside Road, Suite Wilmington, DE 19809		
		Phone: 302.385.5102 Fax: 302.385.5188		
	Customer:			-
	Address:			
	Phone:			-
	Fax:			-
		he parties hereto have caused t year first set forth above.	his Agreement to be si	gned by their duly authorized corporate
CUSTOME	R		THE BANCORF	BANK
Ву:			Ву:	
Print Name	:		Print Name:	
Title:			Title:	
Account nu	mber(s) to whic	h this Agreement applies:		MEM



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Schedule A: **Personal/Trust Accounts**

	omer Name: w are the Authorized Representative	s) who may act on my,	 /our behalf:		
	orized Representative #1	,			
Name:		1	Telephone:		
Title:		E	Email Address:		
Signo	uture:	,	Address, if different than Cu	stomer address provided on Agreement:	
Auth	orized Representative #2	,			
Name	e:	1	elephone:		
Title:		E	Email Address:		
Signo	iture:	,	Address, if different than Cu	stomer address provided on Agreement:	
Auth	orized Representative #3				
Name	e:	1	elephone:		
Title:		E	Email Address:		
Signo	uture:	re: Address, if different than Customer address provided on Agreement:		stomer address provided on Agreement:	
20 <u></u>	_ ,	not otherwise defined, in	this Schedule A have	the meanings given them in the Agreement.	
BY:	Signature of Customer/Trustee			Date	
	Print Name and Title			<u> </u>	
BY:	Signature of Bank Staff			Date	
	Print Name and Title				
I, the ques	uthorized Representative is Customer's Fire Customer's Financial Professional, ackristion, as defined in the Investment Advise e office (if applicable or required) to significant	nowledge that this authoriers Act of 1940. I also con this Schedule A.		ived authorization from my broker/dealer	
FOR B	ANK USE ONLY				
Date	Received:	Date Processed:		Date Effective:	



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Schedule A: **Entities**

	v Name: v are the Authorized Representative	s) who may act on my/o	ur behalf:	
Autho	orized Representative #1			
Name:		Tele	Telephone:	
Title:		Emo	Email Address:	
Signa	ture:	Add	ress, if different than Cus	stomer address provided on Agreement:
Autho	orized Representative #2	,		
Name	:	Tele	Telephone:	
Title:		Emo	il Address:	
Signa	ture:	Add	Address, if different than Customer address provided on Agreement:	
Autho	orized Representative #3	,		
Name	:	Tele	phone:	
Title:		Emo	Email Address:	
Signa	ture:	Add	Address, if different than Customer address provided on Agreement:	
20 <u></u>	sts pursuant to a Wire Transfer Agreement _ (the "Agreement"). s with their initial letter capitalized, but in chedule A supersedes and replaces any	not otherwise defined, in this	s Schedule A have	the meanings given them in the Agreement.
BY:	Signature of Customer			Date
	Print Name and Title			<u> </u>
BY:	Signature of Bank Staff			Date
	Print Name and Title			
I, the ques hom	thorized Representative is Customer's Fire Customer's Financial Professional, ackr tion, as defined in the Investment Advise e office (if applicable or required) to sig	nowledge that this authoriza ers Act of 1940. I also conf n this Schedule A.	irm that I have rece	ny having custody over the account in ived authorization from my broker/dealer
	ANK USE ONLY		Ţ	
Date I	Received:	Date Processed:		Date Effective:



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Schedule B: **Telephone Call-Back/PIN Verification Opt-Out Agreement**

Date Re	eceived:	Date Processed:	Date Effective:
FOR BA	NK USE ONLY		
	Print Name and Title		
٥.,	Signature of Customer		Date
Depar BY:	tment, 409 Silverside Road, Suite 10.	5, Wilmington, DE 19809.	
		uest, it will do so by mailing a certified letter	r to The Bancorp Bank, Attn: Wire Transfer
reques emplor reasor indirect shall b	sts set forth herein. Customer further a yees, agents, successors and assigns nable attorneys' fees (whether or not s ctly from any claims of any third party	grees that it will indemnify, defend and hold from and against any and all claims, dema such attorneys are employees of Bank or an	nds, losses, liabilities or expenses, including y affiliated company), resulting directly or sult of this request. Nothing contained herei
to utili:		waived herein at any time in the future unle	reserves the right, but is in no way required ess and until Customer has complied with the
□ Cu:	stomer waives PIN verification security Customer's Initials:	y procedures for wire transfer request(s).	
OR	Customer's Initials:		
□ Cu:		and PIN verification security procedures fo	r wire transfer request(s).
Waive	rs:		
selecte Custor telepho securit proced	ed below, with respect to wire transfer mer agrees that Bank's security and ve one call and/or PIN verification proce y procedures. Customer hereby elects dures, and such elections shall be bind	s to forego and waive the following wire tra	presentatives on Customer's behalf. ing into effect the forbearance of the ow, continue to be commercially reasonable insfer instruction security and verification her has provided to Bank written notice of it
provid wire tr Repres proced Custor takes f has de the co	e that Bank will verify all wire transfer cansfer request, or any other person li- sentative's PIN. Customer further acknowing is to protect Bank's customers, in- mer further acknowledges and agrees full responsibility and assumes any an etermined that responding to Bank's te	stomer understands that by waiving PIN ver	ed Representative identified on such verbal verification of such Authorized als telephone call and/or PIN verification and access, identity theft and/or fraud. Ition, the telephone call, or both, Customer ass, identity theft and/or fraud. Customer is administratively cumbersome and delays
dated their in		("Customer") is a party to that c "Agreement"), by and between Customer and se defined, in this Schedule B have the meani	d The Bancorp Bank ("Bank"). Words with



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Schedule C: **Scheduled Recurring Wire Authorization**

	omer") is a party to that certain Wire Transfer Agreement dated between Customer and The Bancorp Bank ("Bank"). Words with their edule C have the meanings given them in the Agreement.		
Customer's Deposit Account with Bank and the other Financia named account holder of the Deposit Account. Please note the C, Bank will call the Authorized Representative identified on the	Ink to electronically transfer funds via the Wire Transfer System between I Institution identified below. In order to do so, Customer must be the at before Bank initiates the first wire requested under this Schedule his Schedule C at the telephone number provided in Schedule A for expresentative to confirm his or her PIN. Bank will not initiate the wires tely confirms his or her PIN.		
This authorization constitutes a commercially reasonable secuntil revoked by either party.	urity procedure between Customer and Bank and will remain in effect		
Please complete both pages of form. Missing or	r incorrect information will delay or prevent your transfer.		
PART 1: Customer's Deposit Account with Bank			
Account Name:	Account Number:		
Address:			
	ansfer money to credit the following account:		
Account Name:	Account Number:		
Financial Institution Name:	ABA Routing Number: (Please verify number for wire transfers with the financial institution.)		
Reference:			
PART 3: Payment Information			
☐ Wire transfer this specific amount: \$ OR			
☐ Wire transfer entire balance of Deposit Account above \$	(provide desired maximum account balance)		
Starting Date of Recurring Transfer: (mm/dd/yyyy)/_	/		
Ending Date of Recurring Transfer: (mm/dd/yyyy)/ (optional)			
PART 4: Frequency (Select only one)			
□ Daily (every business day)	☐ Weekly, on: (select one) ☐ Monday; ☐ Tuesday; ☐ Wednesday; ☐ Thursday; or ☐ Friday		
☐ Monthly, on the day of the month	☐ Quarterly, on: (select one) ☐ First business day of quarter; or ☐ Last business day of quarter		
If the date of the scheduled recurring wire transfer falls on a hot transfer to occur: Previous business day or Next bus	oliday or non-business day, please select when you would like the wire		

Schedule C Page 2

PART 5: Signature		
Signature of Customer:	Date: (mm,	m/dd/yyyy)
Print Name and Title:		
	Revocation of Author	
	Revocation of Author	Prization
form below and returning it to Bank as ir	dicated below. Revocation of	horization, it shall do so by signing and dating the of this authorization will be deemed effective when norized Representative and confirms that the reque
Customer hereby REVOKES the above Sci	neduled Recurring Wire Autho	orization:
Signature of Customer:	Date: (mm,	m/dd/yyyy)
Print Name and Title:		
IMPOR	TANT! Please keep a copy	y for your records.
Please mail or fax this completed form to	:	
The Bancorp Bank Attn: Wire Transfer Department 409 Silverside Road, Suite 105 Wilmington, DE 19809 Fax: 302.385.5188		
FOR BANK USE ONLY		
Date Received:	Date Processed:	Date Effective: