DEPOSITARY TRUST AGREEMENT

THIS AGREEMENT Made and entered into this _____ day of _____, _____, by and between the Insurance Commissioner of the State of Washington and the Insurance Commissioner's successor or successors ["Commissioner"]; _____, a (national banking association) (state chartered bank) (federal savings bank) ["Bank"], authorized to transact business as a domestic trust company in Washington State; and _____, a regulated entity ["Company"]; authorized to transact business under Chapter _____ of Title 48 Revised Code of Washington ["RCW"] with its principal place of business in _____, _____.
(city) (state)

In accordance with the provisions of Title 48 RCW, including but not limited to Chapter 48.16 RCW, the Company will deposit in trust with the Commissioner, cash or securities ["Deposits"] and from time to time in the future make further Deposits and Withdrawals, in accordance with Title 48 RCW, as amended from time to time.

Whereas for the convenience of the parties, the Commissioner has duly designated the Bank as a depositary trustee to receive and hold such Deposits:

NOW, THEREFORE, it is agreed among the parties as follows:

1. The Bank, upon receipt of such Deposits in trust, will assume responsibility for their safekeeping. Investments shall be limited to cash, money market mutual funds or short-term bond funds as specified in RCW 48.13.009(12), United States government securities as defined by RCW 48.13.009(14), and bonds and evidences of indebtedness of governmental units in the United States or the instrumentalities of the governmental units as specified in RCW 48.13.061(2) ["Allowable Investments"]. In the event that Deposits include securities other than Allowable Investments, the Company shall provide on forms prescribed and furnished by the Commissioner, to the bank, the Commissioner's written approval of such securities as Deposits. Until the Bank is notified in writing by the Commissioner that the Company may no longer direct the bank with respect to reinvestment, the Bank shall, upon written direction from the Company, reinvest such Deposits as they mature, or are sold, subject to the requirements of this paragraph. The Bank will report directly to the Commissioner each principal deposit made in trust under this agreement. The Bank shall from time to time collect the Deposit income and dispose of the income as directed by the Company.

2. The Bank will maintain such trust deposits in account number _____ which will be titled _____.

3. Any withdrawal from or closure of, an account must be approved in writing, in advance, by the Commissioner.

4. The Bank shall keep no less than a 7 year record of Deposits and reinvestment of Deposits, showing type of asset and acquisition value and all interest/dividend and principal payments received on such deposits.

5. On or before March 1 of each year, the Bank shall report directly to the Commissioner and the Company, the deposits held under this agreement as of December 31 of the preceding year, or at such other times as the Commissioner reasonably may direct, and such reports shall be in a format acceptable to the Commissioner.

6. The Commissioner and the Company, by joint written instruction, on forms prescribed and furnished by the Commissioner, may direct the Bank to distribute Deposits to the Company' provided the Commissioner shall have the authority, as provided by law, to

direct the Bank, on his or her sole written instruction, to distribute Deposits to the Commissioner.

7. Both the Commissioner and the Company shall have the right at any reasonable time to examine the records of the Bank as to such Deposits and to verify the actual existence thereof.

8. The Bank shall be paid by the Company fees, as agreed upon by them, for the holding and safekeeping of such trust Deposits and for collection of the principal and interest/dividend thereon. The fees of the Bank shall be the sole responsibility of the Company, and the Commissioner shall have no liability therefore.

9. This agreement may be canceled by any one of the contracting parties upon thirty (30) days written notice to the other parties of intention to do so, and upon termination the Bank shall return to the Commissioner all such deposits, as directed in writing by the Commissioner.

10. All directions to the Bank from the Commissioner or from the Company shall be in writing, signed by an authorized person. If written instructions are sent to the Bank from the Company by facsimile, the Bank shall have the right to rely on such instructions; however, the Bank shall not be obligated to act on such instructions unless the Company first signs the Bank's standard agreement used in conjunction with facsimile instructions and obtains the Commissioner's approval, if necessary. The Commissioner may delegate authority to those persons who may sign on behalf of the Commissioner. The Commissioner shall, from time to time, provide to the Bank the specimen signatures of those authorized to sign on behalf of the Commissioner.

11. The Agreement shall be governed by the laws of the state of Washington.

This Agreement is executed in triplicate this day and year first above written.

Washington State Insurance Commissioner

By: _____
Title: Deputy Insurance Commissioner
Company Supervision Division

Company

By: _____

Title: _____

Bank

By: _____

Title: _____