

Deutsche Bank
Private Wealth Management
For Bank Use Only
Account Number(s):

Certificate of Corporate Resolutions in favor of
Deutsche Bank Trust Company Americas

The undersigned (the "Undersigned") hereby certifies that:

1.
(a) the Undersigned is the duly appointed Secretary or other officer or director duly authorized to (i) certify as to the corporate resolutions or consents ("Corporate Resolutions") of the board of directors or other governing body (the "Board") and (ii) to keep the records of

____, (the "Corporation") a corporation duly
organized, in good standing, and existing under the laws of

____; and
(b) the following is a true copy of the Corporate Resolutions of the Board, duly adopted in accordance with applicable law and governing organizational documents with respect to the account type(s) indicated below ("Account(s)"):

- ☐ Deposit Account(s)
- ☐ Investment Advisory Account(s)
- (please select all that apply):
- ☐ discretionary
- ☐ non-discretionary

"RESOLVED, that it is desirable and in the best interests of the Corporation, and the Corporation is authorized, to designate Deutsche Bank Trust Company Americas (the "Bank") as depositary, custodian or investment advisor, as applicable, for such property as designated by the Corporation from time to time, and to open and maintain Account(s) with the Bank.

RESOLVED, that the Corporation be bound by the terms and conditions set forth in any agreement or contract governing Account(s) (the "Account Agreement(s)") and any other document relating to products or services provided in connection with Account(s), as revised and/or amended from time to time (collectively, the "Agreements").

RESOLVED, that the directors, officers, employees and/or agents of the Corporation (the "Authorized Signer(s)") whose names, titles and signatures appear below, as amended from time to time by the Corporation, are hereby authorized and directed, for and on behalf of the Corporation, to open, maintain, manage or close Account(s), to execute the Agreements, and to exercise and direct the exercise of all duties, rights and powers, and to take all actions necessary or appropriate in connection with the opening, maintenance, management or closing of Account(s) in the name of the Corporation, pursuant to the terms and conditions specified in the Agreements, and any applicable laws, rules and regulations. The Bank is authorized to accept instructions from the Authorized Signer(s) in connection with Account(s), including, but not limited to, endorsements and deposits of

negotiable instruments, checks or other orders for the payment of money, and instructions to deposit, withdraw, transfer, deliver or assign assets in Account(s), sell any assets in Account(s), including but not limited to assets listed as "held elsewhere," buy any assets for Account(s) and retain the services of an advisor, including the Bank, consultant or broker/dealer to manage all or part of assets in Account(s), all on such terms as the Authorized Signer(s) direct.

RESOLVED, that the Bank may conclusively assume that all actions taken and instructions given by each of the Authorized Signer(s) have been properly taken or given pursuant to authority vested in such Authorized Signer(s) and the Corporation shall indemnify and hold the Bank harmless from all claims, liabilities, losses, costs, expenses (including attorneys' fees) related to or arising from any action or inaction by any such Authorized Signer(s).

RESOLVED, that the omission from these Corporate Resolutions of any document, arrangement or action to be taken in accordance with the Account(s) or the Agreements shall in no manner derogate from the authority of the Authorized Signer(s) to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate or carry out the transactions contemplated by the foregoing Corporate Resolutions.

RESOLVED, that all actions taken and expenses incurred heretofore by the Board or the Authorized Signer(s) in connection with the Account(s) or the Agreements are hereby ratified, approved and confirmed in all respects.

RESOLVED, that if indicated below, the Authorized Signer(s) is/are authorized to delegate any and all of the powers enumerated in these Corporate Resolutions in connection with the Account(s) to such person(s) as the Authorized Signer(s) may elect. Such delegation shall be made via the execution of the form of Appointment of Agent(s) annexed hereto as Exhibit A."

o Custody Account(s)

1

11-PWM-0893 (11/11)

009700.112111

AUTHORIZED SIGNER(S):

If any Authorized Signer named below is an entity and not a natural person, please attach an Authorized Signatory list.

Print Name

Title

Signature

Authorized (select one): ☐ Individually ☐ Jointly with

☐ Other

☐ Check only if the above Authorized Signer is authorized to grant powers enumerated in these Corporate Resolutions to agents.

Print Name

Title

Signature

Authorized (select one): ☐ Individually ☐ Jointly with

☐ Other

☐ Check only if the above Authorized Signer is authorized to grant powers enumerated in these Corporate Resolutions to agents.

Print Name

Title

Signature

Authorized (select one): ☐ Individually ☐ Jointly with

☐ Other

☐ Check only if the above Authorized Signer is authorized to grant powers enumerated in these Corporate Resolutions to agents.

Print Name

Title

Signature

Authorized (select one): ☐ Individually ☐ Jointly with

☐ Other

☐ Check only if the above Authorized Signer is authorized to grant powers enumerated in these Corporate Resolutions to agents.

2. The above Corporate Resolutions are in full force and effect and have not been modified or amended since the date shown below.

3. The Bank may rely conclusively on the instructions of the Authorized Signer(s) in every respect unless or until the Bank receives written notification of the revocation and has had reasonable time to act on such notice.

4. No one other than the Corporation has any interest in Account(s) opened and maintained in the name of the Corporation.

5. The titles and names of the Authorized Signer(s) appearing above, whose signatures appear above or on any attached signatory list, are true, correct and genuine.

The authorities previously granted to any Authorized Signer not named herein are hereby revoked.

In witness whereof, on the date shown below, I have subscribed my signature and affixed the seal of the Corporation (if required).

Signature:

Print Name and Title:

Date of this Certificate of Corporate Resolutions:

[Fill in date – this document is not valid if date is left blank]

**If the Secretary or other authorized officer or director is one of the Authorized Signers named

above, this Certificate of Corporate Resolutions must be confirmed below by another officer or

director of the Corporation who is not designated an Authorized Signer above unless the

Authorized Signers are the only officers or directors of the Corporation.

Confirmation Signature:

Print Name and Title:

2

11-PWM-0893 (11/11)

009700.112111

Corporate Seal (if required)

If no seal is provided, the

Corporation is representing

that no seal is required.

Deutsche Asset
& Wealth Management
DBTCA Deposit Account Opening Application
Private Wealth Premium
Elite Personal Accounts
Checking Acct. #
Elite Checking with Interest
Acct. #
APY
Elite Money Market Deposit
Acct. #
APY
Certificate of Deposit
Acct. #
APY
Term
DB AG NY Preferred
Certificate of Deposit
Acct. #
APY
Term
Promo term
(DBTCA deposit account required,
along with a DB AG Preferred Terms
and Conditions)
Private Wealth Premium
Internet Banking Services
DB Private Wealth Online Plus
Link to Existing Online Relationship
TM
(User/Co. ID Number)
TM
Private Wealth Premium
Elite Business Accounts
Checking Acct. #
Elite Checking with Interest
Acct. #
APY
Elite Money Market Deposit
Acct. #
APY
Certificate of Deposit
Acct. #
APY
Term
DB AG NY Preferred
Certificate of Deposit
Acct. #
APY
Term
Promo term

(DBTCA deposit account required,
along with a DB AG Preferred Terms
and Conditions)
Cash Master Sweep Account
Checking Acct. #
Elite Money Market Deposit
Acct. #
APY
Target Amount
Trigger Amount
Client Relationship
Individual Account
Joint Tenants with Right
of Survivorship
Joint Tenants in Common
In Trust For/Payable on
Death/As Trustee for
Trust
Estate
13-AWM-0101
013959.032613
City
State
Name
Addr
City
State
Zip Code
Zip Code
Mailing address (if different)
TM
Private Wealth Premium
Banking Services
TM
Consumer Debit Card #
Joint Applicant Debit Card #
Business Debit Card #
Deluxe Checkbook Style #
Name Only
Name and Address
Duplicate Statement
Addr
Custody under NY UTMA
Corporation
Foundation
Non-Profit Organization
Attorney Trust Escrow
Landlord Master Escrow
Limited Liability Company
Partnership
Limited Liability Partnership

Account Title and Joint Application Information

Name of Account Title

Joint Applicant

(last name, first name, middle initial) or Business

Social Security Number or Taxpayer ID Number

Address

City, State and Zip Code

Home Telephone Number

Business Telephone Number

Date of Birth

Name of Employer

Address

City, State and Zip Code

Notice of Customer Identification Policy

Important Information

To help the government fight 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 establishes an account, investment or other business relationship with a financial institution. This means that we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents such as a certificate of formation or good standing (legal entities) or a passport or other photo identification (individuals).

3rd EU Notice

Governmental rules have also broadened the scope of the Bank's obligations to aid in the fight against money laundering and terrorist financing; these rules call for an active involvement of both asset management firms and their clients. For new and existing clients we currently have a legal obligation to ask our customers questions regarding their identities, addresses, source of funds and, if necessary, legal representatives, authorized signatories, beneficial owners or control structures and to collect requisite documentation to substantiate the information. Also, enhanced anti-money laundering requirements require that should any of the above personal or institutional information change, our clients would be obliged to immediately notify us of the change(s) and provide us with relevant documentation to verify these changes.

Telephone, Facsimile or Email Instructions

By signing below, you agree that from time to time you may give instructions by telephone, facsimile or email regarding the above captioned account(s) (defined herein as "Verbal Instructions"). It is understood that the risk of Verbal

Instructions being given by person or persons purported to be you is your own. Absent the gross negligence or willful

misconduct of Deutsche Bank Trust Company Americas (DBTCA), you agree to indemnify and hold harmless DBTCA for

any claims, losses, expenses, costs or attorneys' fees resulting from DBTCA's acting upon such misunderstood and

unauthorized Verbal Instructions. You understand that DBTCA may, but shall not be required to, seek verification of your verbal, facsimile or email instructions by call back. In case of doubt, DBTCA may in its sole discretion refuse to execute your Verbal Instructions or any part thereof, without incurring any liability. DBTCA is under no obligation to execute your Verbal Instructions to transfer funds or securities to any account(s) without written instructions bearing your original signature.

Joint Account Disclosure

You have opened a joint account with DBTCA and acknowledge receipt of the following information: This deposit and any additions to the account shall become the property of each owner as joint tenants, and DBTCA may release the entire account to any owner during the lifetime of all owners. DBTCA may honor checks, orders or withdrawal requests from any owner during the lifetime of all owners. The Bank may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account. DBTCA may honor checks, orders or withdrawal requests from the survivor(s) after the death of any owner(s) and may treat the account as the sole property of the survivor(s) after the death of any owner(s). Unless DBTCA receives written notice signed by any owner not to pay or deliver any joint deposit or addition or accrual, DBTCA shall not be liable to any owner for continuing to honor checks, orders or withdrawal requests from any owner. After the receipt of the notice referred to in the previous sentence, DBTCA may require the written authorization of any or all joint owners for any further payments or deliveries.

2

13-AWM-0101

013959.032613

(last name, first name, middle initial)

Social Security Number or Taxpayer ID Number

Address

City, State and Zip Code

Home Telephone Number

Business Telephone Number

Date of Birth

Name of Employer

Address

City, State and Zip Code

ATM/Debit Service

You agree that the retention or use of the ATM/Debit card constitutes acceptance of the terms and conditions of the Cardholder Agreement contained in the Terms and Conditions of Deposit Accounts.

Internet Banking Service

If you have selected to receive Internet Banking Services, you understand that you will be required to enter into a separate Internet Banking Services Agreement with DBTCA before you can access the Internet Banking Service.

Acknowledgement of Receipt of Privacy Notice

By signing below, you acknowledge receipt of DBTCA's Privacy Notice included in the Application Package.

Non-US Individuals: Confirmation of Tax and Compliance Responsibilities.

You confirm that it is your responsibility to fulfill any tax obligations and any other regulatory reporting duties applicable to you in any relevant jurisdictions that may arise in connection with assets, income or transactions in your account(s) and your business relationship with DBTCA.

Non-US Organizations: Confirmation of Tax and Compliance Responsibilities.

You confirm that it is your responsibility to fulfill any tax obligations and any other regulatory reporting duties applicable to it in any relevant jurisdictions that may arise in connection with assets, income or transactions in your account(s) and your business relationship with DBTCA. Furthermore, you confirm that the necessary information (to the best of your knowledge and capabilities) is made available no less than annually to the relevant beneficial owner(s), settlor(s), beneficiary(ies), partner(s), etc. to enable him/her/ them to fulfill any respective tax obligations that may arise for him/her/ them in connection with your business relationship with DBTCA.

Please complete and attach separate W-8 or W-9 documentation as applicable.

Terms and Conditions and Representations

By signing below, you acknowledge receipt of the Terms and Conditions for Deposit Accounts attached to this Application and agree to be bound by them. In addition, you agree to notify us immediately of any material change to the information provided by you on this Application.

You represent and warrant that all of the information provided by you on this Application is accurate.

The Terms and Conditions for Deposit Accounts are subject to change.

You understand that this application is subject to acceptance by DBTCA.

Acceptance

Account Holder's Signature

Joint Account Holder's Signature

For Bank Use Only Reviewed by:

Name

Title

Date

Accepted by DBTCA:

Name

Title
Date
Accepted by DBTCA:
Name
Title
NOC
Date
3
13-AWM-0101
013959.032613
Date
Date

Form

W-9

Request for Taxpayer

(Rev. December 2011)

Department of the Treasury

Internal Revenue Service

Identification Number and Certification

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor

Give Form to the
requester. Do not
send to the IRS.

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation,
S=S corporation, P=partnership) ►

Other (see instructions) ►

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name
given on the "Name" line

to avoid backup withholding. For individuals, this is your social security
number (SSN). However, for a

resident alien, sole proprietor, or disregarded entity, see the Part I
instructions on page 3. For other

entities, it is your employer identification number (EIN). If you do not
have a number, see How to get a

TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for
guidelines on whose

number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification
number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from
backup withholding, or (b) I have not been notified by the Internal Revenue
Service (IRS) that I am subject to backup withholding as a result of a
failure to report all interest or dividends, or (c) the IRS has notified me
that I am

no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been

notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign

Here

Signature of

U.S. person ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Date ►

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S.

status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 12-2011)

Social security number

—

—

Employer identification number

—

Requester's name and address (optional)

Exempt payee

Print or type

See Specific Instructions on page 2.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be
executed on the date listed below.

[FOR BUSINESS USERS]

Business Name

Name/Title

Signature

DEUTSCHE BANK TRUST COMPANY AMERICAS

By

Print Name/Title

Date

[FOR ALL OTHER USERS]

Account Name

Name/Title

Signature

Date

Date

WM134667

21

010198.080613

Barcode_Num
Deutsche Asset
& Wealth Management
DB Private Wealth Online Plus Account Opening Application
Client Information
Client/Company Name
Online Contact Name
Title
Address
City
Phone Number
Account
Number
Balance &
Activitiy
Reporting
Email address
Accounts and Services (please check services for each account)
Account
Book
Transfer
Bill Pay
ACH
Wire
Transfer
Positive Pay
(Fees Apply)
Reconciliation
(Fess Apply)
State
Zip Code
ACH Daily Limit \$
Wire Transfer Daily Limit \$
The ACH Daily Limit is the daily aggregate dollar amount of ACH transactions
(payments and
collections) you may send through Private Wealth Online Plus. The Wire
Transfer Daily Limit is the
daily aggregate dollar amount of wire transfers you may transmit through
Private Wealth Online Plus.
Note: By signing below, you acknowledge and agree that Deutsche Bank will
make reasonable efforts to adhere to the ACH Daily Limit and Wire Transfer
Daily Limit set forth herein, but shall have no obligation to do so.
Further, you acknowledge and agree that, in accordance with the terms of the
Internet
Banking Services Agreement, Deutsche Bank may place (and adjust) daily
dollar limits on the amount that may be transferred at any time, and from
time to
time, for any reason or for no reason.
Wire Transfer Security Code (Optional) Alpha Numeric Security Code 6-25
characters
Security Code

If I have selected to receive Internet Banking Services, I understand that I will

be required to enter a separate Internet Banking Services Agreement with Deutsche Bank before I can access the Internet Banking Service.

Account Holder's Signature

Print Name

Date

For Office Use Only:

Primary Officer:

Secondary Officer:

Prepared by:

Date:

Approved by

Wealth Advisor:

Note: Access to DB InSight is the recommended portal to DB Private Wealth Online

Date:

13-AWM-0135 009614.032613

Deutsche Asset

& Wealth Management

Deutsche Bank AG, New York Branch

60 Wall Street, New York, NY 10005

Certificate of Deposit Terms and Conditions Statement

Deutsche Bank Aktiengesellschaft, a stock company organized under the laws of the Federal Republic of

Germany ("Deutsche Bank AG" or "we," "us" or "our"), acting through its New York branch (NY Branch), has

prepared this Terms and Conditions statement (Terms and Conditions Statement) in connection with the

issuance by Deutsche Bank AG NY Branch of certificates of deposit (the "NY Branch CDs"). Deutsche Bank

Securities Inc. (DBSI) is a U.S. registered broker-dealer and an indirect wholly owned subsidiary of Deutsche

Bank AG. Deutsche Bank Trust Company Americas (DBTCA) is a New York state-chartered bank and an indirect

wholly owned subsidiary of Deutsche Bank AG. We have appointed each of DBSI and DBTCA as placement

agent with respect to the NY Branch CDs and may appoint other placement agents from time to time. The

placement agents may engage third parties to perform clearing broker or custodial services with respect to the

NY Branch CDs. Each CD is a deposit obligation of Deutsche Bank AG NY Branch.

Deutsche Bank AG NY Branch's accounts and deposits, and any investment by you in the CDs issued by

Deutsche Bank AG NY Branch, are NOT insured by the Federal Deposit Insurance Corporation (FDIC) or any

other governmental agency of the United States, the Federal Republic of Germany or any other jurisdiction.

This Terms and Conditions Statement sets forth the terms that will apply generally to the NY Branch CDs.

Deutsche Bank AG will provide to you a Truth-In-Savings Rate Information Disclosure Addendum reflecting the

specific terms of the NY Branch CDs that you purchase. You should review carefully this Terms and Conditions

Statement and the Truth-In-Savings Rate Information Disclosure Addendum relating to your purchase of any NY

Branch CD.

The NY Branch CDs are only offered in jurisdictions where they can be legally made available and then only to

persons meeting suitability standards imposed by state and federal law. This Terms and Conditions Statement is

intended only for the recipient to whom it was provided by the applicable placement agent.

The NY Branch CDs have not been registered under the Securities Act of 1933, as amended, or any other

applicable securities law. The NY Branch CDs have not been approved or disapproved by the Securities and

Exchange Commission (SEC) or any state securities commission, nor has the SEC or any state securities

commission passed upon the accuracy or adequacy of this Terms and Conditions Statement.

Payment to you of principal and interest owing in accordance with the terms of the NY Branch CDs depends on the financial solvency and ability to pay of Deutsche Bank AG and Deutsche Bank AG NY Branch at the time of maturity of the NY Branch CDs. The placement agents do not guarantee in any way the financial condition of Deutsche Bank AG or Deutsche Bank AG NY Branch. The NY Branch CDs are not obligations of DBTCA or any other placement agent.

Placement Agents:

Deutsche Bank Securities Inc.

Deutsche Bank Trust Company Americas

13-AWM-0099

014078.022013

Deutsche Asset
& Wealth Management
Signature Card
Deutsche Bank Trust Company Americas
Account Holder Title
Individual
Joint, with Rights
of Survivorship
Signature
Signature
Signature
Signature
Approved
Power of Attorney
Specimen Signature
* For ITF/POD/ATF See Supplemental Terms and Conditions
006678.080913
13-AWM-0359
Account Number
ITF/POD/ATF*
Joint, Tenants
in Common
Corporate
Partnership
Limited Liability
Corporation
Other:
Print Name
Print Name
Print Name
Print Name
Date
Date of Power of Attorney
Number of Signatures
Required:

[illegible]

[illegible]

[illegible]

Not applicable

NAOSOD00015602-000104623

Off

Off