



**Department of Insurance
State of Arizona**

Property & Casualty Division
2910 North 44th Street, Suite 210
Phoenix, Arizona 85018-7269
Telephone: (602) 364-3453
Fax: (602) 364-3989
www.azinsurance.gov

**CUSTODIAL BANK DEPOSITS
NEW ACCOUNT PACKET INSTRUCTIONS**

This packet includes all forms in fillable .pdf format that are needed to open and fund an account with our custodial bank, Union Bank, NA.

STEPS YOU MUST TAKE TO OPEN YOUR ACCOUNT AT UNION BANK, NA

1. **Complete Form E003NonWC:**
 - a. Enter the following in Page 1:
 - i. Day and month in spaces provided.
 - ii. Company Name and NAIC Number, if applicable, in spaces provided.
 - iii. In Section 1.6, enter the **Minimum Account Balance (“MAB”) amount specified by us** as your initial deposit requirement.
 - b. Page 7 – Enter the information needed for Section 23, Notices.
 - c. Page 8 – Enter Federal Tax I.D. Number, signer’s name and title.
 - d. After all of the above are complete, print TWO hard copies of Form E003NonWC.
 - e. Sign Page 8 of **BOTH** copies.
 - f. Make one photocopy of the signed Form E003NonWC for your records.
2. **Complete Union Bank forms** (contact Union Bank for assistance):
 - a. Complete a **Form E125 for each Eligible Security** (see Custody Agreement Appendix A) that will fund your new account.
 - b. Print and sign forms.
 - c. Make one photocopy of all signed Union Bank forms for your records.
3. **Mail** the following **directly to Union Bank**:
 - a. 2 original signed Custody Agreements.
 - b. 1 set of signed original Union Bank forms, including all signed original Form E125s.
4. **Send an e-mail** confirming you have mailed your New Account Packet(s) to:
 - a. ebowsher@azinsurance.gov
 - b. Arizona-Union@unionbank.com

STEPS UNION BANK WILL TAKE UPON RECEIVING YOUR PACKET

1. **Send an e-mail** to you and us confirming they have received your Packet(s).
2. **Review** your Form E125(s) to confirm the total Account Value will equal or exceed the MAB amount specified in Section 1.6 of the Custody Agreement.
3. **Notify** you when it is time to deliver your Eligible Securities.

YOUR FINAL STEP - FUND YOUR UNION BANK ACCOUNT

1. **Deliver** your Eligible Securities **after** Union Bank instructs you to do so.

Union Bank will send an e-mail to you and us confirming your account is funded and the total Par and Account Value (see Section 1.2 of Custody Agreement) amounts.

NEW ACCOUNT CHECKLIST

DOCUMENTS REQUIRED TO OPEN YOUR ACCOUNT

- Custody Agreement
- Form E125
*Complete one Form E125 for **EACH** Eligible Security (see Custody Agreement Appendix A) that will fund your account*
- Account Profile
- IRS W-9 (Need Title of Individual Signing)
Check appropriate box for your status ie: individual, corporate etc. (check the 'exempt payee' box if applicable)
- Mutual Fund Disclosure Statement – HighMark U°V)°uAk'

CASH MOVEMENT

- Funds Transfer Authorization (Must be completed to disburse cash from account)
- Repetitive Funds Transfer (To be used for Fed. Wire disbursements)
- Periodic Disbursement Request (To be used for ACH Wires of Checks)
- Online Trust & Custody (OTC) User Enrollment Application
*Each individual requesting OTC access must complete this form.
Note: Section 2: "Authorized Signer for users company" Supervisor/Manager of applicant must sign.
Note: Section 4: Account information access (check applicable boxes)*
- UIGEA Disclosure
- List of Authorized Signer(s) with Specimen Signature(s)¹

¹ For Legal Entities: Please submit a Corporate Resolution or Board Meeting Minutes certified by Corporate Secretary with seal. Corporate Resolution must specify who is authorized to sign agreements on behalf of the company.

FOR YOUR REFERENCE ONLY

- Union Bank Team Profile
- Master Funds Transfer Agreement and Security Procedures (Trust)
- Union Bank Securities and Cash Delivery Instructions
- Online Trust & Custody: Audio Demo website link
https://www.unionbank.com/demos/online_trustcustody_demo.jsp



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**PROPERTY & CASUALTY DIVISION
DEPOSIT**

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

CUSTODY AGREEMENT

This Custody Agreement (the "Agreement"), made as of this ____ day of _____, 2011, among **UNION BANK, NATIONAL ASSOCIATION**, in its capacity as custodian, hereinafter called "Institution", the Arizona State Treasurer, hereinafter called "State Treasurer", the Arizona Department of Insurance, hereinafter called "State Agency", and _____ (NAIC No. _____ if applicable) hereinafter called "Company", wherein the Institution shall perform safekeeping duties and provide services as described in this Agreement with respect to Eligible Securities and other property held hereunder.

Recitals

- A. In accordance with Arizona Revised Statutes or pursuant to a Security Deposit Agreement between the State Treasurer, State Agency and Company, Company is required to deliver and maintain a deposit to transact business in the State of Arizona.
- B. Failure of Company to maintain the required deposit may result in regulatory action against Company by State Agency.
- C. Institution desires to provide custodial services with regard to the deposit.
- D. Institution, State Treasurer, State Agency and Company desire to enter into the following agreement for the provision of custodial services.

Terms

1. *Definitions*

- 1.1 Account. The custodial account established by Institution for Company to maintain the deposit required by the State Agency.
- 1.2 Account Value. At any given time, the sum of the lesser of the market value, par value or amortized value of each Eligible Security held in the Account.
- 1.3 Deficient Account Value. Any time Company's Account Value falls below Minimum Account Balance.
- 1.4 Deficient Account Value Notice. Written notice of the existence of a Deficient Account Value in Company's Account as of the close of business on any business day, provided by Institution by facsimile or electronic mail to Company and State Agency by no later than 10:00 a.m. MST on the next business day. Unless otherwise instructed by State Agency, notice of an existing Deficient Account Value to be provided by Institution daily until cured.
- 1.5 Eligible Securities. Securities qualified by statute, rule, order or other determination of the State Agency as specifically set forth in Appendix A as may be amended by State Agency from time to time upon 30 days written notice to Institution and Company.
- 1.6 Minimum Account Balance. A specific Account Value set by the State Agency which shall at a minimum be equal to the amount of deposit required under Arizona law, and which Company is required to continuously maintain in the Account. The initial Minimum Account Balance for the Account shall be \$_____. The Minimum Account Balance may be amended by the State Agency at any time.

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

1.7 MAB Change Notice. Written notice of a change in the Minimum Account Balance provided by State Agency to Institution and Company.

2. *Deposit by Company*

2.1 Delivery and Maintenance of Deposit. Company agrees to deliver and continuously maintain in the Account Eligible Securities that qualify under Appendix A and maintain an Account Value at least equal to the Minimum Account Balance specified by the State Agency from time to time in accordance with the terms of this Agreement.

2.2 Exchanges of Eligible Securities. Company may exchange Eligible Securities in the Account from time to time so long as the Account Value, after giving effect to the exchange, is at least equal to the Minimum Account Balance.

2.3 Maturities. In order to avoid a Deficient Account Value, prior to the maturity date of any Eligible Security, Company agrees to deliver to Institution replacement Eligible Securities.

2.4 Excess Deposit. In the event the Account Value exceeds the Minimum Account Balance, Company may withdraw securities or receive distributions from the Account so long as the Account Value, after the withdrawals or distributions, is at least equal to the Minimum Account Balance.

2.5 Deficient Deposit. Company shall not receive any distributions from Account while it has a Deficient Account Value including but not limited to distributions from any Eligible Securities, income, interest, proceeds, cash balances or other property in the Account. Company may continue to make even exchanges of Eligible Securities. Upon receipt of a Deficient Account Value Notice, Company shall deliver to Institution Eligible Securities so that the Account Value is at least equal to the Minimum Account Balance.

3. *Monitoring of Minimum Account Balance by Institution*

3.1 Monitoring and Deficient Account Value Notices. Institution shall monitor the Account Value for Compliance with the Minimum Account Balance, and issue Deficient Account Value Notices in accordance with Section 1.4 hereof.

3.2 No Releases from Account. Unless otherwise instructed by State Agency, in the event Company's Account has a Deficient Account Value, Institution will not distribute any Eligible Securities, income interest, proceeds, cash balances or other property to Company and will hold all income, interest and cash balances, net of Institution's fees. Company may continue to make even exchanges of Eligible Securities.

3.3 Maturity Notices. Institution shall provide Company a minimum of three written notices, by facsimile or electronic mail, prior to the maturity date of an Eligible Security, at such times as agreed upon by State Agency and Institution.

3.4 Excess Deposit. In the event the Account Value exceeds the Minimum Account Balance, Institution shall permit Company to withdraw securities or receive distributions from the Account in accordance with the conditions of Sections 2, 3 and 18 hereof.

3.5 Intraday Value of Account. Institution shall not be responsible for the failure of the Account Value to be at least equal to the Minimum Account Balance solely due to changes in the market value or amortized value of deposited securities during any given business day. However, this provision does not relieve Institution from its obligations pursuant to Sections 3.1 and 3.2 hereof.

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

3.6 Confirmation of Account Value by Institution. Upon receipt of a MAB Change Notice, Institution shall, by close of business of same day, send by facsimile or electronic mail, confirmation to the State Agency and the Company that Account Value equals or exceeds the new Minimum Account Balance or issue a Deficient Account Value Notice.

4. *Custodial Services*

4.1 Unless otherwise agreed to by State Agency, Institution shall open Accounts within two business days following receipt of all necessary Account opening documentation. Institution shall accept for deposit into the Account only Eligible Securities. Institution shall safekeep all property delivered to it, shall identify such property on its books and records as held in trust for the State Treasurer, shall receive the income attributable thereto, and shall hold, invest, disburse or otherwise dispose of such income and principal, or its proceeds, pursuant to the provisions of this Agreement. Workers' compensation deposits shall be held for the State Treasurer in trust for the fulfillment of the Company's obligations under the Arizona Workers' Compensation Laws and shall be identified and classified in Institution's automated and paper records in a manner which readily distinguishes Eligible Securities held for workers' compensation from all other Eligible Securities deposited by Company.

4.2 All book-entry securities shall be identified in the Institution's automated and paper records as such. Access to perform safekeeping duties and provide services under this Agreement shall be restricted to authorized Institution personnel assigned to this relationship.

4.3 Institution shall identify the full name of Company or an abbreviation of Company name that is acceptable to the State Agency, in its automated and paper records for Company's account information and shall not change or modify Company name within its records without prior written approval from the State Agency. The Institution shall refer any written or verbal instruction that it receives from Company to change or modify Company's name to the State Agency for authorization prior to making any change or modification.

5. *Responsibility for Assets*

Institution shall be responsible for losses of or damage to the securities or other property under its care, custody and control or under the care, custody and control of its nominee, its agents or a depository selected by it, including but not limited to any loss of or damage to securities occasioned by the negligence or dishonesty of any officers or employees of Institution, nominee, agents or depository, or burglary, robbery, holdup, theft or mysterious disappearance, including loss by damage or destruction. In the event of loss of or damage to the securities under the care, custody and control of Institution or its nominee, a depository or other agent of Institution, Institution shall, upon demand by Company, promptly replace such securities with like kind and quality, together with all rights and privileges pertaining to such securities, or, if acceptable to Company, deliver cash to the custodial account equal to the then fair market value of the securities. Under no circumstances, however, shall Institution be liable for consequential damages under this Agreement for causes beyond its control, which causes shall be war, insurrection, nuclear fission or fusion, radioactivity, seismic activity, earth movement, volcanism, flood, windstorm, hurricane, tornado or lightning.

6. *Examination by Supervisory Authorities*

Institution agrees that at any time upon demand of an examiner contracted or employed by the State Agency, Institution will prepare and deliver to such examiner a written verification of all securities and other property held in the Account by Institution as custodian for Company, including such securities which have been deposited by Institution with a Depository (as hereinafter defined), and such verification shall be signed by an officer of Institution.

7. *Investment Services*

7.1 Institution shall have no responsibility to and shall not initiate any investment, reinvestment or divestment of the property held by it under this Agreement, without direction from Company, except as otherwise provided in this Agreement. Any charges by the Institution with respect to investment services shall be at the prices listed in Appendix B.

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

7.2 Institution may disburse interest coupon payments, principal paydowns, cash from maturities on securities in its custody, or any other income or proceeds received by it on securities held in Account in accordance with Section 3 hereof.

7.3 All sales, purchases, exchanges or other transactions respecting securities or other property which may be made by Institution for the account of Company shall be made only pursuant to instructions from Company or of Company's designated representative, and in accordance with the conditions set forth in this Agreement. In the absence of such instructions, Institution shall have no responsibility for the investment or reinvestment of such property nor liability for any omission to act in the absence of instructions.

7.4 If an acquisition initiated by Company results in a debit balance at settlement of such transaction, Institution shall be entitled to charge interest on such debit balance.

7.5 Company, and not Institution, shall be responsible for all money, securities and/or other property delivered to any broker or other person specified by Company in such manner as Company may direct.

7.6 Institution's duties hereunder shall continue until such time as this Agreement is terminated or until such time as such duties shall be amended in writing as agreed to by the Company, State Treasurer, State Agency, and Institution.

8. *Capital Changes*

It shall be the responsibility of Company to furnish Institution with notification of the declaration, record and payment dates of any dividends or other distributions and of any calls or other capital changes or of information requiring special action concerning each of the securities subject to this Agreement whenever such information is not readily available from reporting services or publications generally accepted and utilized by the securities industry. No knowledge of the above described securities information shall be imputed to the Institution prior to the time it assumed custodial responsibility for any security.

9. *Depository*

Institution may utilize the services of the Federal Reserve Institution or any depository (hereinafter called "Depository"), which is now or hereinafter approved by the Director of the State Agency for the purpose of book-entry deposit and maintenance in Depository of all securities eligible under applicable laws, regulation, and rulings except as limited by written instructions from Company or the State Agency to Institution. Institution may authorize Depository to hold the deposited securities, to receive the income and principal becoming due thereon, to surrender for payment maturing obligations and those called for redemption and to disburse and/or otherwise dispose of said deposited securities and the income thereof upon and pursuant to a written order by Company and to the extent permitted by the terms of this Agreement. Any income received from the surrender of coupons for payment will be credited as directed by Company to the extent permitted by the terms of this Agreement. A Federal Reserve Bank may be used to hold securities of federal agencies that are available only through the Book Entry System of said Federal Reserve Bank.

10. *Nominee Authorized*

Institution is directed to transfer into the name of nominees selected by it, all registered securities from time to time held under this Agreement. Institution shall issue written notice to the State Agency of any transfer of registered securities into the name of Institution's nominee. Institution shall be responsible for the acts of its nominee with respect to such securities. To effect the transfer of registered securities into the name of Institution's nominee, to facilitate the collection of any payment thereon and to effect any other action in relation thereto or in order to meet any requirement thereof, Company authorizes Institution to execute in Company's name, and to deliver, any instrument determined by Institution to be appropriate in furtherance of the purposes hereof, and to guarantee in Institution's name as the signature of Company any signature so placed on such instrument. Institution will not permit book entry securities or securities issued or issuable in bearer form to be transferred to a Depository without having received prior written approval from the State Agency. Securities issued or issuable in bearer form which are held by Institution or transferred to a Depository shall be maintained

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

in bearer form and not registered in the name of Institution's nominee or the Depository's nominee unless at the specific written request of Company.

11. Directions to Institution

All directions to the Institution from the State Treasurer, State Agency or Company shall be in writing and signed by the designated representatives of Company or the authorized personnel of the State Treasurer or State Agency, as appropriate. Notwithstanding Section 23 hereunder and unless Institution is otherwise notified by the State Agency, directions from Company, State Treasurer or State Agency relating to account transactions may be transmitted to the Institution by facsimile or electronic mail and will be deemed received upon telephonic confirmation of receipt by the Institution if facsimile or upon sending if electronic mail. Institution shall not be required to comply with any direction, which in its judgment may subject it to liability or expense, or to prosecute or defend any action, unless indemnified in manner and amount satisfactory to it.

12. Proxies

Institution shall not vote proxies. All proxies shall be forwarded to Company.

13. Statements and Reports

Institution shall furnish periodic statements in a form acceptable to the State Agency and State Treasurer for all accounts and shall deliver the same to Company or to any representative designated by Company. Institution shall furnish monthly reports in a form acceptable to the State Agency and the State Treasurer within 5 working days following each month end, which itemize all account activity with detailed descriptions and classifications of Eligible Securities and other property held hereunder. On the first day of each month, Institution shall provide State Agency with a list of Accounts that have Eligible Securities due to mature during the month.

14. Electronic Data System

Institution shall provide secure Internet access to the State Treasurer, State Agency and Company that is compatible with the data systems of each to receive daily updated information regarding Eligible Securities and other property currently held in Company's Account, and at least 18 months of historical data including any changes in Eligible Securities and other property held pursuant to this agreement. The electronic data system shall include read and print options in menus that enable query by Company name or Account number, and cusip numbers. The electronic data system shall be compatible to common spreadsheet and word processing software to enable the State Treasurer and the State Agency to download and utilize Company's current account data. The timeliness of information in the Institution's electronic data system shall be no less than transactions performed on the previous business day. At any time that Institution's electronic data system is unavailable to the State Agency, State Treasurer or Company for any reason, Institution shall deliver by facsimile transmission or electronic mail, a detailed report of all transactions performed upon Company Accounts for the business day when the data system was not available, by the close of the next business day, when so requested by the State Agency, State Treasurer or Company. In addition, Institution shall provide specific Account information requested by the State Agency, State Treasurer or Company by the close of the next business day by facsimile transmission, electronic mail or telephonically. Electronic and written notification provided by the Institution to the State Agency, State Treasurer or Company shall clearly specify the type(s) of services and transaction(s) completed, such as release or distribution, receipt or deposit, automatic sweeps of principal funds and income, or a principal funds pay down and shall include the cusip numbers of all affected securities.

15. Termination of Agreement

Upon termination and written direction from the State Treasurer, Institution shall transfer the property then held in the Account for Company and Institution shall effect transfer of securities deposited by it on behalf of Company with the Depository to the new custodian, along with all records pertaining to the securities (with a copy of the records to Company). Upon termination, Company shall pay all sums due Institution and shall

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

indemnify Institution in the manner and amount satisfactory to it against all liability incurred in the performance of this Agreement.

16. Compensation

Except as hereafter provided, Institution shall be compensated for its services by Company in accordance with the charges set forth in Appendix B. All charges including but not limited to, brokers' commissions resulting from security transactions and all security settlements and deliveries shall be paid by Company. The compensation or expenses charged by Institution for the services rendered under this Agreement shall not be charged to the assets held under this Agreement. However, so long as the Minimum Account Balance is maintained, Institution shall have the right to reduce income generated from such assets for funds that Institution has advanced or for fees owed to the Institution in order to effect the purchase of securities in accordance with the directions of Company. Under no circumstances shall Institution have the right to reduce, offset or encumber such assets with out-of-pocket costs or expenses incurred by it in effecting the sale of securities in accordance with the directions of Company. Notwithstanding the foregoing, so long as the Minimum Account Balance is maintained, Institution may reduce income generated from such assets for out-of-pocket costs or expenses incurred by it in effecting the purchase or sale of securities in accordance with the direction of Company, upon written authorization of Company subsequent to receipt by Company of an invoice itemizing the specific out-of-pocket costs or expenses incurred by the Institution.

17. Failure to Perform

Institution agrees to perform its safekeeping duties and related services described in this Agreement in accordance with prescribed time frames. Failure to act upon Company's, or as applicable, the State Agency's, proper and complete instructions shall constitute a failure by Institution to perform in accordance with this Agreement. The State Agency shall report and document to the State Treasurer all incidents of Institution's failure to perform. The State Treasurer shall, upon recommendation and advisement from the State Agency, determine and impose remedial actions appropriate to the frequency and types of incidents reported by the State Agency. Remedial actions instructed by the State Treasurer to the Institution may include a refund or abatement of fees, out-of-pocket costs and expenses charged to Company by the Institution in the course of a transaction that constituted an incident of the Institution's failure to perform, and reimbursement of a monetary loss experienced and documented by Company as a direct result of an incident of Institution's failure to perform.

18. Receivership or Similar Proceeding

In the event the Institution receives notice from the State Agency, State Treasurer or the Company that Company is placed into receivership, liquidation, rehabilitation, supervision or similar proceedings, Institution will not distribute any Eligible Securities, income, interest, proceeds, cash balances or other property to Company and will hold all income, interest and cash balances, net of Institution's fees unless otherwise instructed by State Agency. Company may continue to make even exchanges of Eligible Securities.

19. Citation Amendments

Any amendment to or repeal of any statute, rule or form cited above occurring during the term of this Agreement is incorporated herein by this reference.

20. Prohibition on Assignment

Company, or any receiver, liquidator, rehabilitator, supervisor or any similar appointee, may not assign this Agreement or any Eligible Securities, distributions, income or other property held under this Agreement without the prior written consent of the State Agency.

21. Designated Representatives

Company may provide written notice of its designated representatives who are authorized to act on its behalf in all matters concerning assets to be held in its Account under this Agreement, in a manner acceptable to the Institution. Written notice shall be signed by an officer of Company who is duly authorized within its bylaws or an authorizing resolution of the board of directors of Company which has been certified by its corporate

**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

secretary and shall remain in effect until superseded by a subsequent written notice of designated representatives or by a written notice of termination for designations previously authorized. A designated representative may act in all matters and be responsible for the duties of Company under this Agreement.

22. Cancellation

This agreement is subject to cancellation at any time by the Governor pursuant to A.R.S. 38-511.

23. Notices

Except as otherwise provided herein, any notices required or permitted to be made hereunder shall be delivered personally or by facsimile or by overnight courier or mailed by certified or express mail, return receipt requested, or by electronic mail except for notice under Section 22 hereof to the following addresses and shall be deemed to have been received when delivered personally, upon telephonic confirmation of receipt of the facsimile, one business day after delivery to overnight courier, or three business days after mailing or upon sending if electronic mail:

If to Company: _____

Facsimile: _____
Email: _____

If to Institution: Denise Wong, Vice President, Sr. Client Relationship Manager
Union Bank
Institutional Trust & Custody Services
350 California Street, 6th Floor
San Francisco, CA 94104
Facsimile: 877-833-8854
Email: denise.wong@unionbank.com

If to State Treasurer: Carlton Woodruff, Deputy Treasurer of Operations
Office of the Arizona State Treasurer
1700 W. Washington
Phoenix, Arizona 85007
Facsimile: 602-542-7176
Email: CarltonW@aztreasury.gov

If to the ADOI: Mr. Dean Ehler, Assistant Director
Arizona Department of Insurance
2910 N. 44th Street, Suite 210
Phoenix, Arizona 85018
Facsimile 602-364-3989
Email: dehler@azinsurance.gov

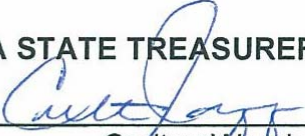
**UNION BANK, NATIONAL ASSOCIATION
AS CUSTODIAN FOR ARIZONA STATE TREASURER
AND ARIZONA DEPARTMENT OF INSURANCE**

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the date first written above.

COMPANY

By: _____
Name: _____
Title: _____
Federal Tax ID Number: _____


ARIZONA STATE TREASURER

By: 
Name: Carlton Woodruff
Title: Deputy State Treasurer of Operations


STATE AGENCY

By: 
Name: Dean Ehler
Title: Assistant Director

INSTITUTION

By: 
Name: Elizabeth Hamilton
Title: Vice President

and

By: 
Name: Christina Ledendecker
Title: Vice President

**APPENDIX A
ELIGIBLE SECURITIES**

1. U.S. Treasury obligations
2. Tax-free state and local government general obligations limited to evidences of indebtedness of or within the State of Arizona and maintaining a rating designation from a NRSRO equivalent to a NAIC 1 or NAIC 2 Designation in accordance with the Purposes and Procedures Manual of the NAIC SVO.

Note: Any cash received by Institution as a result of income collections or matured Eligible Securities will be automatically swept into a money market fund offered by the Institution that qualifies under the most recent update of Part 6, Section 2(b)(i), "U.S. Direct Obligations/Full Faith and Credit Exempt List" of the Purposes and Procedures Manual of the NAIC Securities Valuation Office. Money market fund deposits do **not** qualify as Eligible Securities and will **not** be included in the calculation of Account Value.

*NAIC = National Association of Insurance Commissioners
NRSRO = Nationally Recognized Securities Rating Organization
SVO = Securities Valuation Office of the NAIC*

**APPENDIX B
FEE SCHEDULE
Effective February 1, 2011**

ANNUAL FEES	Account Maintenance (Per Account, charges pro-rated monthly)	\$150
PER OCCURRENCE FEES	Book-Entry Federal Reserve Delivery or Maturity	\$24
	DTC Delivery or Maturity	\$18
	New Account Set Up	\$500
	Principal Pay Downs	\$5
	Bond Call/Put	\$8
	Money Wires Out	\$10
	Corporate Actions	\$8
	New Issue Security Purchase Charge:	
	Treasury	\$8
	Agency	\$8

DISCLOSURES

- Fee invoices will be generated semi-annually for periods ending January 31 and July 31.
- You may be assessed an overdraft charge for any negative balance in your account, provided such advance or overdraft is not related to Bank errors or omissions. The current rate will be provided at time of account opening and may be subject to change upon notification. Please see your account Agreement for additional information.

SECURITY DEPOSIT FORM ARIZONA DEPARTMENT OF INSURANCE

*This form must be completed **prior to** all deliveries to Union Bank.
A release **Form E126** must be received at the same time for substitution requests.*

MAIL	Denise Wong, Vice President Senior Client Relationship Manager Union Bank 350 California Street, 6th Floor San Francisco, CA 94104	FAX	(877) 833-8854
		EMAIL	Arizona-Union@unionbank.com
		PHONE	(800) 962-1784

Union Bank Account Name:		Union Bank Account Number:	
Company Contact:		Company Contact Telephone:	
Delivery Date:		Amount of Par for Deposit: \$	
Buy/Free Receive	Price:	Trade Date:	Settlement Date:
Principal:		UNITS:	Cost Basis:
Net Amount:		Interest or Commission:	
Broker Name & Number:		Broker Telephone number:	

Type of Security (**check one**) Complete the information below - **One form per security asset required.**

Please provide detailed security information. For a security other than a U. S. Treasury Obligation please provide the rating information (below) and verify that the security meets the criteria of Eligible Securities as defined on Appendix A of your Custody Agreement Form E003.

Security Name		CUSIP	
Security Rate: %	Security Issue Date:	Security Maturity Date:	
Rating Source:	Standard & Poor's Rating / As of date	Moody's Rating / As of Date	Equivalent NAIC Designation
<input type="checkbox"/> U. S. Treasury Obligation deliver to: Federal Reserve Bank: FRB Eligible Securities Only: UNION BK LA/TRUST ABA #: 122000496 For Credit to Account # _____		<input type="checkbox"/> DTCC Eligible Security deliver to: Union Bank, N.A. DTC Participant 2145 For Credit to Account # _____ Agent Bank ID #: 27978 Institutional ID #: 15810	
PLEASE NOTE - CASH IS ONLY ACCEPTED TO: FACILITATE NEW SECURITY PURCHASES AND TRADES, <u>OR</u> HOLD AS PRINCIPAL FUNDS IN A WORKERS' COMPENSATION DEPOSIT			
<input type="checkbox"/> CASH WIRE - Union Bank, N.A. Monterey Park, CA 91755 TRUSF Branch 09569 ATTN: Domestic Custody ABA # 122000496 For Credit to Account #: _____ (Insert Trust account# in the "BNF_ID" or Beneficiary ID field) Account Name: _____			
Book Entry or DVP: Forward to Union Bank on Trade Date			

By signature below you are certifying that the security described above, meets the criteria of the "Arizona Department of Insurance Form E003, Appendix A Eligible Securities"

Authorized Signature on File with Union Bank

Printed Name & Title

Date



ACCOUNT PROFILE

Institutional Trust & Custody Services

To be completed by Union Bank

ACCOUNT NUMBER	
ACCOUNT NAME	

1. PRIMARY ACCOUNT CONTACT

NAME OF CONTACT			
ADDRESS	CITY	STATE	ZIP CODE
PHONE	FAX	EMAIL	

2. INVESTMENT MANAGER If you have more than one investment manager, please provide additional information on a separate sheet.

<input type="checkbox"/> Not Applicable	NAME OF COMPANY		
ADDRESS	CITY	STATE	ZIP CODE
PRIMARY CONTACT	EMAIL	PHONE	FAX
DAILY CONTACT	EMAIL	PHONE	FAX
SWIFT BIC CODE			

3. SHAREHOLDER DISCLOSURE

<p>In accordance with the Shareholder Communication Act of 1985, Union Bank, N.A. <input type="checkbox"/> IS AUTHORIZED <input type="checkbox"/> IS NOT AUTHORIZED to disclose upon request to companies whose securities are held in this Account, Client's or Client's agent's name and address and the holdings in this Account of securities issued by such companies. Custodian is required by law to provide this information if Client does not object.</p>

4. TAX STATUS

TAX ID NUMBER	LEGAL DOMICILE – COUNTRY OR STATE		
TAX STATUS <input type="checkbox"/> Taxable <input type="checkbox"/> Non-Taxable <input type="checkbox"/> Non-Resident Alien	TAX REPORTING REQUIRED? <input type="checkbox"/> No <input type="checkbox"/> Yes Type: _____		
TYPE OF ACCOUNT			
<input type="checkbox"/> Corporate <input type="checkbox"/> Employee Benefit Trust <input type="checkbox"/> Foundation/Endowment	<input type="checkbox"/> Insurance <input type="checkbox"/> LLC/LP/Partnership <input type="checkbox"/> Mutual Fund – Open and Closed	<input type="checkbox"/> Personal Trust <input type="checkbox"/> Public Funds <input type="checkbox"/> Other: _____	

5. ACCOUNT DETAILS

SOURCE OF FUNDING <input type="checkbox"/> New <input type="checkbox"/> Transfer Name of Prior Custodian: _____	
COST METHOD – IF HISTORICAL COST IS NOT PROVIDED, ONLY SHOW COST GOING FORWARD. (If Client does not indicate an option, the default will be FIFO.) <input type="checkbox"/> FIFO <input type="checkbox"/> LIFO <input type="checkbox"/> Average <input type="checkbox"/> Highest <input type="checkbox"/> Lowest <input type="checkbox"/> Minimize Gain <input type="checkbox"/> Maximize Gain	FISCAL YEAR END (If Client does not indicate a date, the default will be 12/31)
ACCOUNT BILLING <input type="checkbox"/> Invoice FREQUENCY: <input type="checkbox"/> Semi-Annual Please provide billing address: _____ _____ _____ _____	ACCOUNT STATEMENTS <input type="checkbox"/> Trade Date <input type="checkbox"/> Settlement Date <input type="checkbox"/> Both Client: <input type="checkbox"/> Online Only <input type="checkbox"/> Online and Paper FREQUENCY: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually Advisor: <input type="checkbox"/> Online Only <input type="checkbox"/> Online and Paper FREQUENCY: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Fiscal Holdings Report Number of Copies: If other, please provide address to send to: _____ _____ _____ _____
HOW WILL TRADE INSTRUCTIONS BE SENT? <input type="checkbox"/> DTC ID Interface <input type="checkbox"/> File Upload <input type="checkbox"/> OMGEO <input type="checkbox"/> SWIFT <input type="checkbox"/> Fax <input type="checkbox"/> UB Secured Messaging <input type="checkbox"/> Other: _____	
DESIGNATED SWEEP VEHICLE <input type="checkbox"/> Sweep Vehicle: HighMark Treasury Plus Money Market Fund Not Applicable <input type="checkbox"/> Net and wire uninvested cash <input type="checkbox"/> Do Not net and wire uninvested cash	

6. CORPORATE ACTIONS Please indicate who is authorized to act on Corporate Action Information, including voting of proxies.

CONTACT NAME	PHONE	FAX
POWER TO VOTE PROXIES <input type="checkbox"/> Client <input type="checkbox"/> Advisor <input type="checkbox"/> Other If other, please provide the name of organization, contact name, and address below: _____ _____ _____ _____		

7. SPECIAL INSTRUCTIONS

PLEASE INCLUDE INFORMATION ON ANY ADDITIONAL INTERESTED PARTIES ON THE ACCOUNT AND SPECIFY AUTHORITY.

ACCEPTANCE BY PRINCIPAL:

I/We instruct Union Bank to take actions indicated in this Account Profile. I/We agree to provide written notification of any changes to these instructions

NAME	SIGNATURE	DATE
NAME	SIGNATURE	DATE
NAME	SIGNATURE	DATE

ACCEPTANCE BY UNION BANK, N.A.

NAME	SIGNATURE	DATE
------	-----------	------



MUTUAL FUND DISCLOSURE STATEMENT

Institutional Trust & Custody Services HighMark Capital Management

Account Number: _____

Account Name: _____

Union Bank, N.A. ("Bank") makes a variety of mutual funds available to its clients. Among the funds available are the HighMark® Funds ("Funds"), a family of mutual funds sponsored and distributed by HighMark Funds Distributors, Inc., a wholly owned subsidiary of BNY Mellon Distributors, Inc. ("BNY"). HighMark Capital Management, Inc. ("HCM"), a registered investment adviser and wholly owned investment management subsidiary of the Bank, serves as the investment adviser and administrator for the Funds, while the Bank serves as custodian and provides certain additional services to the Funds.

Fees for the services described below are paid by the Funds to HCM, the Bank or its affiliates. Additionally, the Bank and HCM charge your account fees for the services provided to you. If HCM serves as discretionary investment manager on your account, then HCM retains the fees paid to them by the Funds or its distributor that are attributable to your account, but no investment advisory fee is charged to your account for any HighMark managed account assets invested in the Funds. You can contact your account officer for an additional copy of your account fee schedule.

HCM and the Bank may also receive certain indirect benefits from having your account(s) invested in the Funds. For example, a larger fund size creates certain economies of scale and lowers that Fund's expense ratio. The extent to which these factors help each Fund grow benefits HCM and the Bank, whose fees are partially based on the size of each Fund.

Accompanying this Disclosure are prospectuses that contain information on the investment objectives, operation and fees for all Fund portfolios available to accounts of the type you have. Additional copies of the prospectuses are available from your trust officer, or from the distributor as follows: HighMark Funds, BNY Mellon Distributors, Inc. 760 Moore Road, King of Prussia, PA 19406, 1-800-433-6884. **Read the prospectuses carefully.**

HighMark Funds offers its shares solely through its distributor, which is not affiliated with HCM or the Bank. The Bank does not endorse or sponsor the Funds. The Funds are not obligations of the Bank, and are not insured by the FDIC or any other government agency. Investments in the Funds, like any mutual fund investments, involve risk, including the possible loss of principal.

FEES FOR SERVICES

The services performed for the Funds by HCM, the Bank or its affiliates, and the maximum fees which may be paid for such services, are fully set forth below. The fees may, from time to time, be voluntarily reduced pursuant to agreement with the Funds. Voluntary reduction in the fees of a Fund lower that Fund's expenses and, thus, temporarily increase that Fund's yield while the voluntary reduction is in effect.

Investment Advisor Services: For the expenses incurred and services provided by HCM as the Funds' investment adviser, HCM receives the following fees, computed daily and paid monthly:

- **Money Market Funds:** At the annual rate of thirty one-hundredths of one percent (.30%) of each fund's average daily net assets.
- **Bond Funds:** For each fund, except the Short-Term Bond Fund, at the annual rate of up to fifty one-hundredths of one percent (.50%) of each fund's average daily net assets. For the Short-Term Bond Fund, at the annual rate of forty one-hundredths of one percent (.40%) of the fund's average daily net assets.
- **Asset Allocation Funds:** At the annual rate of eighteen one-hundredths of one percent (.18%) of each fund's average daily net assets.
- **Equity Index Funds:** At the annual rate of up to fifty one-hundredths of one percent (.50%) of the fund's average daily net assets.
- **International Equity Funds:** At the annual rate of ninety-five one-hundredths of one percent (.95%) of the fund's average daily net assets.
- **Domestic Equity And Balanced Funds:** At the annual rate of sixty one-hundredths of one percent (.60%) of each fund's average daily net assets, except for the funds listed in the table below:

HighMark Fund(s)	Rate
Equity Income	At the annual rate of up to fifty-five one-hundredths of one percent (.55%) of the fund's average daily net assets.
Cognitive Value, Enhanced Growth, Geneva Mid Cap Growth	At the annual rate of up to seventy-five one-hundredths of one percent (.75%) of the fund's average daily net assets.
Small Cap Core	At the annual rate of ninety-five one-hundredths of one percent (.95%) of the fund's average daily net assets.
Geneva Small Cap Growth	At the annual rate of up to one percent (1.00%) of the fund's average daily net assets.

Custodian and Bank Services: For its services as the Funds' domestic custodian, the Bank receives a custodian fee at an annual rate of six and one-quarter thousandths of one percent (.00625%) of each fund's average daily net assets and reimbursement for reasonable out of pocket expenses incurred in connection with these services. The Bank also receives six one-hundredth of one percent (0.06%) per annum, calculated on the value of total daily outstanding loan balances for each HighMark Fund portfolio that participates in the UB securities lending program. Global custody fees are ad valorem and transaction fees vary with the country in which settlement takes place. For more detailed information, contact the Fund through the distributor at the number set forth above.

Shareholder Servicing Fees: The Bank provides certain shareholder support services to the Funds, and fees for shareholder servicing vary from time to time, but may be up to twenty-five one-hundredths of one percent (.25%) of the average daily net assets of a Fund.

Administrator Services: HCM acts as administrator to the Funds. HCM is entitled to receive fees from the Fund for services actually performed at an annual rate of up to fifteen one-hundredths of one percent (.15%) of the Fund's average daily net assets computed daily and paid monthly in arrears. From the administration fee, HCM pays sub-administration fees as more fully described in the Fund's Statement of Additional Information (SAI), available upon request.

Other Services: HCM and the Bank reserve the right to direct that certain brokerage transactions be performed through their affiliates. Such transactions would be subject to "best execution" requirements, entered into solely pursuant to the provisions of applicable law and regulation, and only after approval by the Board of Trustees of the Funds. In the event of such transactions, the affiliates would be paid brokerage fees by the Funds.

Bank or its affiliates may receive soft dollar compensation from brokers consistent with section 28(e) of the Securities Exchange Act of 1934. Mutual funds may also direct trades through Bank's affiliated broker.

Please refer to the prospectus for more details regarding the fees.

CONSENT AND ACKNOWLEDGMENT TO USE PROPRIETARY MUTUAL FUNDS

Investment in the HighMark Funds family of mutual funds may be beneficial because it gives portability to participants whose plans provide for in-kind distributions or rollovers, results in diversification of portfolio assets, thereby potentially lowering overall investment risk; allows shareholders to benefit from professional management of the mutual funds' investments; and allows selection among a family of related funds for quick and inexpensive movement between funds in response to market shifts or changes in investment objectives.

Applicable fiduciary law and regulation require full disclosure of relevant fee information so that the client or an independent fiduciary acting on the client's behalf may monitor the reasonableness of the total fees being received by the Bank for its services to the account. Please sign below indicating you have read this Disclosure and consent to the use of the above-referenced Funds and to the Bank's receipt of the above fees.

I hereby acknowledge receipt of the prospectuses of the HighMark Funds. I also approve the receipt of fees by the Bank in accordance with the information set forth in the Disclosure, in the Fund prospectuses, and in my account fee schedule.

I authorize or direct that the following fund be utilized for cash management sweep services utilized by the account:

HighMark Treasury Plus Money Market Fund

CLIENT / COMPANY / ENTITY NAME: _____

Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

DATE

1. CLIENT INFORMATION

The undersigned ("Client", "you", or "your") and Union Bank, N.A. ("Bank") agree that the Bank will provide funds transfer services according to the terms of the Master Funds Transfer Agreement and Security Procedures--Trust (Form 02491-TR), and as specified below.

NAME AS IT APPEARS ON YOUR ACCOUNT			
ADDRESS AS IT APPEARS ON YOUR ACCOUNT	CITY	STATE/COUNTRY	ZIP CODE
TELEPHONE NUMBER	FACSIMILE NUMBER		

2. LIST OF ACCOUNTS (Line out all unused lines)

Designate all accounts you wish to use for funds transfers. Does authorization apply to all current and future sub-accounts with the same authorized signers that are created under the umbrella of the current account agreement? Yes No

ACCOUNT NUMBERS	ACCOUNT NAME(S)

3. FUNDS TRANSFER METHOD

Requests for funds transfers are subject to the security procedures and other terms and conditions set forth in the Master Funds Transfer Agreement and Security Procedures--Trust (Form 02491-TR).

Initiation Type (Select all that apply)

- In Person
 Facsimile
 Written (by Mail)
 SWIFT
 Telephone (Only available to Portal, NICFU\$ and Personal Trust Customers)
- Email (Instructions are received via the Online Business Center or PDF document attached to the email (password protected document preferred data security))

Transmission

Please specify transmission type:

4. AUTHORIZED REPRESENTATIVES (Line out all unused lines)

Complete this section to designate the individuals who are authorized to initiate funds transfers and receive callbacks. You agree that we may monitor or record telephone conversations with you and your Authorized Representatives.

Authorized Representative (Printed Name)	Signature	Call Back Telephone Number	Individual Dollar Limit If blank, then it's unlimited
1.	x		\$
2.	x		\$
3.	x		\$
4.	x		\$
5.	x		\$

If there is only one Authorized Representative, please complete a callback variance letter.

Complete the following section to designate the authorized signers for a Third Party Entity as additional Authorized Representatives to initiate funds transfers and receive callbacks. By designating a Third Party Entity in this section, Client hereby authorizes Bank to refer to the list of authorized signers for the designated Third Party on file with the Bank as of the date of receipt of each funds transfer request.

Name of Designated Third Party Entity, or N/A	Telephone No.:
---	----------------

CLIENT NAME (FROM SECTION 1 OF PAGE 1)

5. AGREE TO TERMS -- Owners and Individuals With Authority Over Client's Account(s) Should Complete This Section. (Line out all unused lines).

By signing here, each person agrees to the terms and conditions contained in the Master Funds Transfer Agreement and Security Procedures--Trust (Form 02491-TR) and declares under penalty of perjury that the following is true and correct: (1) I am authorized to make this declaration and hold the position (if any) listed next to my name; (2) Each person listed as an Authorized Signer in this "Agree To Terms" section has authority to enter into or change any agreement with the Bank relating to funds transfers on behalf of Client including, but not limited to, authority to add or delete Authorized Representatives and designated accounts; (3) No other person's authorization is necessary to bind the Client for purposes of funds transfers; (4) This authorization supplements all authorizations already in effect; (5) You agree that we may monitor or record our telephone conversations with you and your Authorized Representatives.

PRINTED NAME OF AUTHORIZED SIGNER	SIGNATURE	TITLE

6. RESOLUTION AND CERTIFICATION -- For Secretary of Corporations, Board of Trustees (including for Taft-Hartley Accounts), Unincorporated Associations or Other Entities Only

RESOLVED, that the individual(s) listed as an "Authorized Signer" in the "Agree to Terms" section of this Funds Transfer Authorization are hereby authorized to enter into or change any agreement with Union Bank, N.A. ("Bank") relating to and directing the transfer of funds from the account(s) of the Client, whether in person, in writing, or by means of telephone, electronic transmission, or facsimile, and are further authorized to add or delete designated accounts and Authorized Representatives who may initiate funds transfers and receive callbacks and advices.

FURTHER RESOLVED, that this authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of revocation at the address and manner designated by the Bank.

CERTIFICATION: I certify that: (1) I am the Secretary or Assistant Secretary of the Client's or Client's Board of Trustees or member of an unincorporated association or other entity; (2) the resolution printed above is a complete and accurate copy of a resolution duly adopted by the Client's Board of Directors or by the Client's members (if unincorporated) or Board of Trustees; (3) the resolution is in full force and has not been revoked or changed.

SIGNATURE--Corporate Secretary or designee from Board of Trustees or member of unincorporated association

DATE

X

NAME--Corporate Secretary or designee from Board of Trustees or member of unincorporated association

UNION BANK, N.A.

OFFICER SIGNATURE

DATE

X

OFFICER NAME



REPETITIVE FUNDS TRANSFER – WIRE INSTRUCTIONS Institutional Trust & Custody Services

Please refer to Union Bank's "Master Funds Transfer Agreement and Security Procedures" for further information regarding our wire transfer services. We must also receive an original, executed "Funds Transfer Authorization" document for the Union Bank Custody Account indicated below before we can act upon these wire transfer instructions.

Does the Wire Travel Rule Apply? No Yes, please complete items with an asterisk*

1. CLIENT ACCOUNT INFORMATION

UB Custody Account Number: _____

UB Custody Account Name: _____

*Originator Name: _____

*Originator Address: _____ City: _____ State _____ Zip _____

2. REPETITIVE WIRE TRANSFER INSTRUCTIONS

Beneficiary Bank Name: _____

Beneficiary Bank Address: _____

Beneficiary Bank ABA Number: _____

Beneficiary Account Number: _____

Beneficiary Account Name: _____

*Beneficiary Address: _____
(If Account Number Is Not Available)

Special Instructions/
Further Credit to: _____

Special Instructions/
Account Number: _____

3. OPTIONAL - STANDING INSTRUCTIONS FOR PERIODIC TRANSFERS

Start Date: _____ Funds To Be Drawn From: Principal Income

Frequency: Daily Monthly Quarterly Other: _____

Dollar Amount: \$ _____ OR Percentage: _____ %

4. CLIENT AUTHORIZATION(S)

Client Name: _____ Client Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

BANK USE ONLY - VERIFICATION AND APPROVAL

REQUIRED ACTION (CHECK ONE): Add Change Delete

Callback Made To: _____ R eviewed By: _____

Callback Made By: _____ Appr oved By: _____

Date and Time: _____ Da te: _____

FTA Dated: _____

REPETITIVE WIRE NUMBER ASSIGNED



PERIODIC DISBURSEMENT REQUEST
CUSTODY SERVICES

ACCOUNT NAME ACCOUNT NUMBER
PAYEE'S NAME
FUNDS TO BE DRAWN FROM START DATE
FREQUENCY DOLLAR AMOUNT OR PERCENTAGE
METHOD OF DISBURSEMENT^

If you wish to send wires from this account, please complete a Funds Transfer Authorization Form

DISBURSEMENT BY ACH *

RECEIVING BANK'S NAME
RECEIVING BANK'S ABA NUMBER RECEIVING BANK'S TELEPHONE
TYPE OF ACCOUNT AT RECEIVING BANK ACCOUNT NUMBER

*ACH (Automated Clearing House) or Direct Deposit is an electronic method of sending funds to another financial institution. It is a convenient and preferred method of transferring funds.

DISBURSEMENT BY CHECK

ADDRESS TO MAIL CHECK

THIRD PARTY DESIGNATION

Complete this section to designate the authorized signers for a Third Party as additional Authorized Representatives to initiate OR amend disbursement requests made in accordance with these instructions.
DESIGNATED THIRD PARTY'S NAME DESIGNATED THIRD PARTY'S TELEPHONE
REMARKS (if necessary)
If Client wishes to delegate authority to initiate AND amend additional disbursement requests, please check the box below.
I designate the Third Party to initiate and amend disbursement requests. I certify that I have duly authorized the designated Third Party to so act and the Bank shall conclusively rely on that authorization and is instructed to take instructions from the designated Third Party for disbursements.

CERTIFICATION BY AUTHORIZED CLIENT REPRESENTATIVE

I hereby acknowledge that Union Bank reserves the right to confirm any amendments to this instruction directly with Client or Designated Third Party.

AUTHORIZED CLIENT REPRESENTATIVE NAME SIGNATURE DATE



ONLINE TRUST & CUSTODY USER ENROLLMENT APPLICATION

I am the owner of the Account(s) designated below, or an Authorized Signer for the User's Company and authorized to act on behalf of the Company whose information is designated below. As such I hereby apply for a User ID, or authorize Bank to issue a User ID to the User-Applicant designated below, and agree to the terms and conditions of the Union Bank, N.A Online Trust & Custody Agreement which are incorporated herein by reference, and to which we all agree to be bound.

SECTION 1 - To be completed by all applicants

SELECT ONE

NEW MODIFY

COMPLETE USER APPLICANT INFORMATION, SIGN, AND SUBMIT TO UNION BANK.

USER-APPLICANT INFORMATION

REQUESTED USER ID (MINIMUM OF 7 AND MAXIMUM OF 32 CHARACTERS)

FIRST NAME		LAST NAME	
PLAN NAME (IF APPLICABLE)			
ADDRESS		CITY	STATE ZIP
EMAIL			TELEPHONE
USER SIGNATURE			DATE

SECTION 2 - To be completed by third party applicants only

USER'S COMPANY INFORMATION

COMPANY NAME

ADDRESS		CITY	STATE ZIP
---------	--	------	-------------

AUTHORIZED SIGNER FOR USER'S COMPANY

FIRST NAME	LAST NAME	TITLE	TELEPHONE
SIGNATURE			DATE

SECTION 3 - To be completed by all applicants

ACCOUNT ACCESS INFORMATION

ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME
ACCOUNT NUMBER	ACCOUNT NAME

USER-APPLICANT INFORMATION

REQUESTED USER ID (MINIMUM OF 7 AND MAXIMUM OF 32 CHARACTERS)

FIRST NAME

LAST NAME

COMPANY/PLAN NAME (IF APPLICABLE)

SECTION 4 - To be completed by Union Bank on behalf of applicants**RELATIONSHIP MANAGER/ADMINISTRATOR APPROVAL**

ACCOUNT INFORMATION ACCESS (CHECK APPLICABLE BOXES BELOW)

 BASIC RETRIEVAL (HOLDINGS & TRANSACTIONS)**ADDITIONAL PERMISSIONS** STATEMENT VIEW ONLY (Must provide Recipient ID) _____ STATEMENT VIEW AND MANAGE DELIVERY METHOD (Must provide Recipient ID) _____ ANTICIPATED CASH REPORT CLOSED ACCOUNT INFORMATION CORPORATE ACTION VIEW ONLY CORPORATE ACTION VIEW AND RESPOND SUPPRESSED TRANSACTIONS**TRADING PERMISSIONS** EXECUTED TRADE INPUT MUTUAL FUND TRADE INPUT (Must provide Trading Limit)
Trading limit in U.S. dollars \$ _____ REPO TRADE INPUT

RELATIONSHIP MANAGER/ADMINISTRATOR

MAIL CODE

TELEPHONE

DATE

RELATIONSHIP MANAGER/ADMINISTRATOR SIGNATURE

ADDITIONAL MANAGEMENT SIGNATURE (As required)

PROJECT MANAGEMENT & USER SUPPORT USE ONLY

ASSIGNED USER ID

COMPANY CIF NUMBER

DATE CLIENT NOTIFIED

SIGNATURE

This is a sample provided to you. If you choose to use this template, please print on company letterhead without including this sentence.

**Secretary's Certificate
Regarding Corporate Resolution**

I hereby certify that I am the Secretary/Assistant Secretary of _____, a corporation duly organized and existing under the laws of the State of _____, and that the following is a true copy of a Resolution duly adopted by the Board of Directors of said corporation at a meeting held on _____, _____, at which meeting a quorum was present and acting throughout, or by unanimous consent of the Board of Directors on _____, _____, and that such resolution has not been rescinded or modified and is in full force and effect on this date:

RESOLVED, that the following officers of this Corporation are authorized and empowered to execute and deliver all documentation and to provide all instructions and documents necessary or advisable to Union Bank, N.A. ("Bank") in connection with a custody arrangement between this Corporation and the Bank. The named officers hereby acknowledge this authorization and each, by affixing his/her signature next to his/her name, indicates his/her agreement.

RESOLVED FURTHER, that the officers of this corporation and each of them be and they hereby are authorized and directed to open such bank accounts at Union Bank as may be necessary or appropriate for the conduct of the business of this Corporation, that all resolutions required by the Bank be and they hereby are adopted, and that the Secretary of this Corporation be and hereby is authorized and directed to certify to the Bank as to the adoption of this resolution or any further resolution requested by the Bank.

RESOLVED, FURTHER, that a copy of this and any further resolution requested by the Bank and certified by the Secretary of this Corporation be inserted in the minute book of this corporation.

<u>Title</u>	<u>Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Only one signature is required
- _____ signatures are required
- All must sign

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Corporation this

_____, _____

(Affix Corporate Seal Here)

Secretary/Assistant Secretary

Unlawful Internet Gambling Enforcement Act of 2006

The Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) prohibits the transfer of funds from a financial institution to an internet gambling site. The UIGEA defines restricted transactions as those prohibited under applicable federal, state or tribal gambling laws. Restricted transactions are prohibited from being processed through your account or relationship.

I have read the above and certify:

_____ conducts:
~~Client name~~ Client name
 Internet business
 Gaming
 Gambling related entities
 Entertainment (Including, but is not limited to hotels and motels, amusement parks, recreational facilities and entertainment and production companies)
 3rd party payment processors, including ACH payment processors and payment senders

and does not engage in unlawful internet gambling;

OR

_____ does not conduct one of the activities listed above;
~~Client name~~ Client name

and that all information provided herein is true and accurate to the best of my knowledge.

Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

Authorized Signer: _____

Title: _____

Signature of Authorized Signer: _____

Date: _____

This Agreement supplements, but does not modify any other agreements we may have with you.

Introduction

In this Agreement, “you” and “your” refer to the funds transfer customer; “we,” “us,” “our” and “Bank” mean Union Bank, N.A. The terms and conditions that follow govern:

- your rights and responsibilities, as well as ours;
- the rules that affect funds transfers;
- our policies for verifying and completing funds transfers.

Customer Due Diligence

To aid the Bank in complying with the Bank Secrecy Act and related laws and regulations, we may ask you for specific information regarding the nature of anticipated activity, the sources of your funds, the purposes of transactions, the relationship you have with persons to whom you send funds and the persons who send funds to you, the anticipated frequency of such transactions, the ultimate beneficiaries of funds you send and receive, and other questions that may help to clarify the nature and purpose of transactions.

Security Procedure Definitions

Callback: After we receive a funds transfer request, under certain circumstances in conformity with our internal policies and procedures, we will telephone or “callback” a second party whom you have previously authorized to verify the authorization and details pertaining to the funds transfer order request.

Repetitive Wire Transfers: Transfers sent to the same account at the same bank that differ only in amount. Upon completion of a Funds Transfer Authorization form, we will assign a Repetitive Payment/ID Number for use with telephone and facsimile requests. For these transfers, we callback only when you first set up the repetitive transfer. When a Repetitive Payment/ID Number is not used to initiate a transfer within a year, it will expire and can no longer be used.

Repetitive Payment/ID Number: An assigned number used to identify repetitive transfers so that full details are not needed each time.

Repetitive Check/ACH Transfer: Checks or transfers sent to the same account at the same bank that differ only in amount. Upon completion of a Funds Transfer Authorization form, we will callback only when you first request the repetitive check or ACH transfer.

Funds Transfers: Include payments made by the Bank by wire transfer network, automated clearinghouse, other funds transfer system, including ACH (excluding debit transfers), and check.

Authorizing Funds Transfers

By signing the Funds Transfer Authorization or acknowledging agreement on a funds transfer order, you permit us to transfer funds and complete reverse transfers/ third party drawdowns based on instructions you or someone you authorize gives us. You agree that anyone you allow to transfer funds may act on your behalf, even if this person cannot withdraw funds from your account in other ways. We may monitor or record our telephone conversations with you and your authorized representatives.

Requesting Funds Transfers and Security Procedures

You or someone you authorize may request funds transfers as follow, depending on your initiation type. You accept responsibility for using a method that is not the most secure option offered by the Bank.

Note: Free form e-mail sent outside of the Online Business Center is not an acceptable form of communication to initiate a request to transfer funds. However, a signed directive attached to an email will be treated as if a facsimile instruction. For added protection of your data, it is recommended that any attached files be password protected and in PDF form.

- **In Person at a Trust Office (most secure method):** We may accept funds transfer orders from persons authorized to withdraw funds from your account when the orders are made in person at one of our trust offices. Primary identification must be shown.
- **In writing:** All written requests must be signed by an individual listed or designated as an Authorized Representative or Third Party Designee in Section 4 of the Funds Transfer Authorization.
 - We verify requests are signed by an authorized individual and, under certain circumstances in conformity with our internal policies and procedures, will perform a callback to a second authorized individual.
- **Facsimile:** Authorized Representatives or Third Party Designees as defined in Section 4 of the Funds Transfer Authorization may request funds transfers by sending a fax to a member of their Relationship Team. We verify that such requests are signed by an individual designated on the Funds Transfer Authorization and, under certain circumstances in conformity with our internal policies and procedures, will perform a callback to a second authorized individual.
- **Telephone:** For telephone requests (limited to Personal Trust, PORTAL and NIFCU\$ customers), we verify that the caller is designated as authorized on the Funds Transfer Authorization and, under certain circumstances in conformity with our internal policies and procedures, will perform a callback to a second authorized individual in conformity with our internal policies and procedures..

Note: By initiating a funds transfer request by email, facsimile or telephone you are using methods that are among the least secure options offered by the Bank.

- **SWIFT:** Initiation of funds via the SWIFT network. Customers utilizing the SWIFT network must complete a Funds Transfer Authorization. The security procedure utilizes access codes and passwords.
- **Transmission:** Customers who have executed a Funds Transfer Authorization may request funds transfers be transmitted in various formats and protocols and using a password to authenticate the file.

You may select one or more of the above methods when you set up your funds transfer service. If you later wish to change the way you request funds transfers, we will send you a new Funds Transfer Authorization form to complete and return. It can take up to 10 business days before you may use the new method(s) while we are making the changes. Until we notify you, you will still be able to use your existing method(s) for requesting funds transfers.

Our security procedures will not detect any errors you make, and we will rely on information you give us when making transfers.

Keeping Funds Transfers Secure

We maintain certain security procedures described beginning on page 1. You agree to to be bound by a funds transfer order whether or not authorized, issued in your name and accepted by us in good faith and in compliance with the security procedure outlined above.

Processing Wire/ACH Funds Transfers

We will use our best efforts to transfer funds the same day if:

- you make your request when our funds transfer transmission facility is open, and
- we receive and can authenticate your instructions, or in cases of reverse wires instructions we receive on your behalf, before our cutoff time (which we may change without prior notice).

If you identify the beneficiary or a bank for a funds transfer using both a name and an account or other ID number, we and subsequent banks involved in the transfer may use the number alone to complete your funds transfer request. We are not responsible if the name and the number do not agree. We use a variety of facilities to make funds transfers. Unless you instruct otherwise, we will use one or more of the following fund transfer systems:

- Fed Wire System (Fedwire)
- Society for World-Wide Interbank Financial Telecommunications (SWIFT)
- Clearing House Interbank Payments System (CHIPS)
- Any correspondent bank or bank we consider suitable under the circumstances or where a bank has closed or merged.
- Payment by check if wire or ACH not specified.

You accept and agree to the rules of the funds transfer payment system we, the beneficiary bank, and any intermediary bank may use.

You agree to pay us the current fees for funds transfers established in our published fee schedules. We may change our fees by providing you with prior notice.

Changing or Recalling Funds Transfers

If you wish to cancel or change an instruction after we receive it, we will use reasonable efforts to comply with your request. We cannot guarantee that we will be able to do so. You agree that we are not responsible if we do not cancel or change your instructions. You acknowledge and agree that the Bank may deduct from your account or from the amount of the transfer any additional charges that may apply to cancel or change an instruction.

Sending Funds Outside the United States

If you request that United States Dollars (USD) be sent to a foreign country, payment may instead be made in currency of the foreign country. We will calculate your payment based on the buying rate of exchange of the foreign currency on the date of the payment. The exchange rate will include a spread to us for making the exchange. Funds transfers may also be made from your foreign country currency deposit account.

If your transfer is returned, you agree to accept the refund in United States Dollars. We will calculate your refund based on the buying rate of exchange of the foreign currency on the date of the refund. The exchange rate will include a spread to us for making the exchange. You agree to accept this amount as a full refund, even if it is less than the original amount we transferred. You also agree to pay us any other charges and expenses we incur either as a result of a USD or foreign currency funds transfer.

- International Beneficiary Account Numbers. Mexican banks require an eighteen digit Clave Bancaria Estandarizada (CLABE) account number. Other international countries require that a International Bank Account Number (IBAN) must be provided. Both the CLABE and IBAN can only be obtained from the beneficiary. Sending a wire without the SWIFT BIC, International routing number, IBAN or CLABE may result in the wire being returned and the assessment of additional fees.

Funds Transfers via Check

Where a funds transfer order is executed by means of a check, we will use our best efforts to process a check request that is received before our cutoff time, however the check may not necessarily be mailed the same day

Confirming Your Funds Transfer

Confirmation of your funds transfer activity will appear on your account statement(s). You agree to review them and to notify us immediately of any errors, unauthorized transactions or irregularities.

Rejecting Funds Transfers

We may decide to reject any instructions we cannot verify or believe are unauthorized. If we cannot verify your funds transfer instructions to our satisfaction, you agree that we are not responsible if we do not execute your instruction. If you do not have sufficient funds available in your account(s) with us, we may, but are not required to, complete funds transfers you request. In such cases, you agree to pay us immediately for the amount of any overdraft incurred and for any related fees.

Intermediary Bank Fees

Union Bank may charge fees for sending or receiving a funds transfer. You acknowledge and agree that the Bank may deduct its fees from your account or from the amount of the transfer. You further acknowledge and agree that intermediary banks may deduct their fees from the amount of the transfer that they process (whether an outgoing or incoming transfer) and that a portion of such fees may be shared with the Bank. You authorize the Bank and such intermediary banks to deduct such fees, and you further authorize the Bank to share in such fees with such intermediary banks, as described above.

Limiting our Liability

Subject to the provisions of the California Commercial Code, we are not responsible for any loss, expense or liability related to:

- delay, inaccuracy, mis-execution, events, persons, or causes not within our reasonable control
- failure of others to accept payment
- subsequent wrongful dishonor resulting from our acts or failure to act
- accidents, strikes, fire, flood, war, riot, equipment failure, acts of third parties or acts of God

If we have met our obligations under this Agreement, you agree to indemnify and hold us harmless against any claim related to this Agreement or our performance of funds transfer services. You agree that any liability we have in connection with this Agreement will be limited to direct loss to you, if any, plus interest. We make no warranty that the intended recipient of your funds transfer will receive the funds transferred. We are not liable for incidental, consequential, indirect, punitive or special

damages that arise from this Agreement or relate to our making funds transfers.

Changing or Terminating this Agreement

We may change, delete, add to, or terminate this Agreement at any time if we provide you with notice. Any amendment or termination will only affect your or our rights and obligations for fund transfers that occur after the effective date of amendment or termination. You confirm your acceptance of the new terms by continuing to request funds transfers.

WAIVER OF RIGHT TO JURY TRIAL; DISPUTE RESOLUTION BY JUDICIAL REFERENCE

If you encounter a problem with a funds transfer, we ask that you bring it to our attention immediately. In most cases, a telephone call will quickly resolve the problem in an informal manner. If a dispute cannot be resolved informally, either you or the Bank may file a lawsuit.

Disputes--Account Administered at a Banking Office in California

If your account is at a banking office in California, the following applies:

All claims, causes of action, or other disputes concerning this Agreement (each a "Claim"), including all questions of law or fact relating thereto, shall, at the written request of any Party, be determined by Judicial Reference pursuant to the California Code of Civil Procedure. The Parties shall select a single neutral Referee, who shall be a retired state or federal judge. In the event that the Parties cannot agree upon a Referee, the Referee shall be appointed by the Court. The Referee shall report a Statement of Decision to the Court. Nothing in this paragraph shall limit the right of any Party at any time to exercise self-help remedies, foreclose against any collateral, or obtain provisional remedies. The Parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The Parties acknowledge that a jury will not decide the claims.

Disputes--Account Administered at a Banking Office in Any State Other than California

If your account is at a banking office in Oregon, Washington, or any state other than California, the following applies:

To the maximum extent permitted by law, you and the bank intentionally and deliberately give up the right to a trial by a jury to resolve all claims, causes of action, or other disputes concerning this Agreement (each a "Claim"), including all questions of law or fact relating thereto.

If the waiver of jury trial set forth above is not enforceable for any reason, then the Parties hereby agree that all Claims including all questions of law or facts relating thereto, shall, at the written request of any Party, be determined by Judicial Reference pursuant to the applicable statutes of the state in which the banking office holding the account is located. The Parties shall select a single neutral Referee, who shall be a retired state or federal judge. In the event that the Parties cannot agree to a Referee, the Referee shall be appointed by the Court. The Referee shall report a Statement of Decision to the Court. Nothing in this paragraph shall limit the right of any Party at any time to exercise self-help remedies, foreclose against any collateral, or obtain provisional remedies. The Parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The Parties acknowledge that a jury will not decide the claims.

ADDITIONAL TERMS

Headings: Headings are included for reference only and are not part of this Agreement.

Waiver: Waiver of any of the provisions of this Agreement will not constitute a waiver of other provisions.

Agreement clauses stand alone: All the provisions of this Agreement can exist independently of each other. If any provision is held invalid or unenforceable, all remaining provisions will continue to be valid and enforceable.

Non-Assignability: This Agreement is made exclusively for the benefit of you and us. You may not assign this Agreement without our written consent.

Choice of law: This Agreement is made under and governed by the laws of the State of California or the laws of the state in which the banking office holding the account is located, as the case may be.



**SECURITIES AND CASH
DELIVERY INSTRUCTIONS**
Institutional Trust & Custody Services
Effective September 23, 2009

Please contact your account administrator for additional information regarding foreign issues held at agent banks and settlement of foreign currency by third party brokers.

WIRE FUNDS TO:

Union Bank, N.A.
Monterey Park, CA 91755
TRUSF Branch 09569
ATTN: Domestic Custody
ABA # 122000496
For Credit to Account #: _____
(Insert Trust account# in the "BNF_ID" or Beneficiary ID field)
Account Name: _____

DTC ELIGIBLE TRADES

Union Bank, N.A.
DTC Participant 2145
For Credit to Account # _____
Agent Bank ID #: 27978
Institutional ID #: 15810

**PHYSICAL SECURITIES SETTLEMENTS
RECEIVE FREE**

Union Bank
Attn: Transitions Department
350 California Street, 8th Floor
San Francisco, CA 94104

**PHYSICAL SECURITIES SETTLEMENTS
DELIVER VS. PAYMENT**

DTC - New York Window
55 Water Street, 2SL
New York, NY 10041
Union Bank - 2145

ACATS/SECURITIES

DTC Participant 2145
Phone 415-705-7480 (Deliveries)
Phone 415-705-7481 (Receives)

SEND CHECKS TO:

Union Bank, N.A.
ATTN: Domestic Custody
For Credit to Account #: _____
350 California Street, Suite 600
San Francisco, CA 94104

FEDERAL RESERVE BANK:

FRB Eligible Securities Only:
UNION BK LA/TRUST
ABA #: 122000496
For Credit to Account

MUTUAL FUNDS HELD BY AGENT

Re-registration Instructions:
Union Bank TR Nominee
F/B/O (Client Name), (Account Number)
P.O. Box 85484
San Diego, CA 92186
USE TAX ID # 33-0566999
ACATS/Mutual Funds DTC #2145
619-230-3001 (Deliveries)
619-230-3184 (Receives)

TIME CERTIFICATES OF DEPOSIT

Re-registration Instructions:
Union Bank TR Nominee
F/B/O (Client Name), (Account Number)
P.O. Box 85484
San Diego, CA 92186
Use Tax ID# 33-0566999

EUROCLEAR ISSUES

A/C: 93366 UB Global Custody
FFC: UB Domestic Custody
For Credit to Account #: _____

THIRD PARTY FX USD

ABA 122000496
Union Bank
Attn: UB Global Custody 25900
BIC BOFCUS33MGC
FFC: UB Domestic Custody
For Credit to Account #: _____
Phone 415-705-7434 or 415-705-7595