# JUDICIAL COUNCIL OF CALIFORNIA
# MASTER AGREEMENT AMENDMENT COVERSHEET

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| MA-200307 | 9 |
| | FEDERAL EMPLOYER ID NUMBER: 94-1687665 |

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above. As set forth in the Master Agreement, the terms "Contractor "or "we" or "Custodian" refers to **Bank of America, N. A.**, and the terms "Judicial Council" or "AOC" or "State" or "you" or "Client" refers to the **Judicial Council of California**.

2. Title of the Agreement: Government Banking Services
   The title listed above is for administrative references only and does not define, limit, or construe the scope or extent of the Agreement.

3. This Amendment becomes effective on August 20, 2018.

4. As of the effective date of this Amendment, the parties agree to amend the Master Agreement as follows:
   A. Paragraph 1.5, Investment Services, is deleted and replaced with a new paragraph 1.5, attached hereto and incorporated into the terms and conditions of the Master Agreement.
   B. Exhibit F(b), Bank of America, Investment Account Customer Agreement is hereby deleted and replaced with new Exhibit F(c), Bank of America, N.A. Custodial Services Agreement, attached hereto and incorporated herewith.

   In the event of a conflict between this Master Agreement and an Exhibit or Appendix, the Master Agreement shall prevail.

   The expiration date of the Master Agreement shall remain the same.

   Except as provided herein, all the terms and conditions of the original Master Agreement shall remain in full force and effect.

5. Except as provided in this Amendment, all terms and conditions of the original Master Agreement (as previously amended, if applicable) remain in full force and effect.

| JUDICIAL COUNCIL'S SIGNATURE | CONTRACTOR'S SIGNATURE |
|---|---|
| **Judicial Council of California** | CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)*<br>**Bank of America, N. A.** |
| BY *(Authorized Signature)*<br>M. Lawson | BY *(Authorized Signature)* |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Mona Lawson, Supervisor, Contracts | PRINTED NAME AND TITLE OF PERSON SIGNING<br>Dawn Haddock/Sr. Client Manager |
| DATE EXECUTED<br>8/17/2018 | DATE EXECUTED<br>Aug 17, 2018 |
| ADDRESS<br>Attn: Branch Accounting and Procurement<br>455 Golden Gate Avenue<br>San Francisco, CA 94102 | ADDRESS<br>Attn: Dawn Haddock, Sr. Client Manager<br>Municipal Banking and Markets - Public Sector Banking<br>Mail Code CA3-117-07-01<br>555 Capitol Mall, Suite 765, Sacramento, CA 95814 |

**The following list includes the provisions incorporated into the Agreement's terms and conditions pursuant to this Amendment:**

"1.5 Investment Services. *[Revised]*

The entire and integrated agreement between the *Judicial Council* and the Bank related to Investment Services shall consist of this Master Agreement and *either or both (1)* Bank's Customer Agreement for Commercial Automated Investment Account, *and (2) the Bank of America Custodial Services Agreement,* as described in Exhibits F*(a) and F(c), respectively*. The *Judicial Council* shall sign an *agreement substantially similar to the Bank of America Custodial Services Agreement, as set forth in Exhibit F (c).* In the event of conflict among any of the documents listed in this Section, such documents shall govern in the following order of precedence: (1) this Master Agreement, without any Exhibits or Appendices, and (2) Customer Agreement for Commercial Automated Investment Account*, and/or (3) the Bank of America Custodial Services Agreement."*

*END OF LIST*

**EXHIBIT F(c)**
**CUSTODIAL SERVICES AGREEMENT**

THIS CUSTODIAL SERVICES AGREEMENT (the "Agreement") is made this day of 2018 by and between, Judicial Council of California ("Client") and Bank of America, National Association ("Custodian").

1. DEFINITIONS

"Account" means each separate and distinct custody account which may be established pursuant to the terms of this Agreement for the receipt, safekeeping and maintenance of Securities and Cash.

"Accounts" means, as the context requires, more than one Account or a collective reference to all such custody accounts.

"Administrative Support Providers" means those persons utilized by Custodian to perform ancillary services of a purely administrative nature such as couriers, messengers or other commercial transport systems.

"Affiliate" means, with respect to any entity, another entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the entity in question.

"Authorized Person" shall be any person, whether or not an officer or employee of Client, duly authorized by Client, to give Instructions on behalf of Client, such persons to be designated in a Certificate of Authorized Persons delivered from time to time to Custodian which contains the names, titles and specimen signatures of such persons. Custodian may conclusively rely on any such Certificate of Authorized Persons until Client has delivered a replacement Certificate to Custodian.

"BofA Entity" means Bank of America Corporation or any Affiliate of Bank of America Corporation.

"Business Day" means a day other than a Saturday, Sunday that Custodian and relevant Clearance Systems are open for business.

"Cash" shall include all cash from whatever source and in whatever currency from time to time received and accepted by Custodian or any of its Subcustodians for Client and held subject to this Agreement.

"Certificate of Authorized Persons" means a certificate substantially in the form of Exhibit A hereto.

"Certificated Securities" means any securities delivered to Custodian by or on behalf of Client which is evidenced by a physical instrument, regardless of whether or not ownership of such security is evidenced on an ownership register of any kind.

"Clearance System" means any clearing agency, settlement system or depository (including any entity that acts as a system for the central handling of Cash and or Securities in the country where it is incorporated or organized or that acts as a transnational system for the central handing of Securities) used in conjunction with transactions relating to Securities and any nominee of the foregoing.

"Client" means the entity identified in the first paragraph of this Agreement.

"Fee Schedule" means the schedule attached hereto as Exhibit B.

"Force Majeure" means any event or effect that can be neither anticipated nor controlled by Custodian. The term includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g., riots, strikes, and wars).

"Instructions" means any and all instructions (including approvals, consents and notices) received by Custodian from, or reasonably believed by Custodian to be from any Authorized Person in accordance with the terms of Section 4 hereof.

"Investment Manager" means one or more investment managers (each an "Investment Manager") that the Client may appoint who shall have the authority to invest, reinvest, and direct all of the Securities in an Account or a Sub-Account pursuant to an investment management agreement between Client and such Investment Manager.

"Market Infrastructures" means public utilities, external telecommunications facilities and other common carriers of electronic and other messages, and external postal services.

"Securities" for the purposes of this Agreement shall include, instruments commonly known as securities without limitation, stocks and other equity interests, bonds, notes and other evidences of indebtedness, other instruments representing same or rights or obligations to receive, purchase, deliver or sell the same, funds meaning shares, units, investments of any kind in a collective investment vehicle or funds of any kind whether open or closed-ended and other non-cash investment property of Client as may be acceptable to Custodian for the Accounts and held on the terms of this Agreement.

"Sub-Account" means a designated portion of an Account, each such portion being a Sub-Account. If an Investment Manager is authorized with respect to an entire Account, then the term Sub-Account as used in Section 4(A) shall be understood to refer to the entire such Account.

"Subcustodian" means those entities utilized by Custodian for the safekeeping, clearance and settlement of Securities.

"Taxes" means all taxes, levies, imposts, charges, assessments, deductions, withholdings and related liabilities imposed by any government or other taxing authority, including additions to tax, penalties and interest imposed on or in respect of (i) Securities or Cash, (ii) the transactions effected under this Agreement, or (iii) Client; provided that "Taxes" does not include income or franchise taxes imposed on or measured by the net income of Custodian. For the avoidance of doubt, "Taxes" includes taxes imposed pursuant to sections 1471 through 1474 of the US Internal Revenue Code of 1986 or any current or future regulations or other official guidance or official interpretations thereof.

## 2. ESTABLISHMENT OF ACCOUNTS

A. Accounts – Client authorizes Custodian to establish on its books, pursuant to the terms of this Agreement, a custody Account which will be subject to the terms of this Agreement. A completed Exhibit C shall be attached hereto for each Account.

B. Acceptance of Securities and Cash – Custodian will receive Securities and Cash that are acceptable to the Custodian for the Account.

C. Designation of Account – The Accounts and each Account, as the case may be, shall be in the name of Client or in the name Client may reasonably designate.

D. Segregation of Accounts

a. Securities and Cash held in the Accounts shall be segregated from Custodian's individual assets, and records maintained by Custodian shall indicate that such Securities and Cash are not the individual property of Custodian.

b. Custodied Securities may be commingled with other Securities held by Custodian. However, Custodian shall maintain sufficient records at all times to identify all custodied Securities held for Client.

c. Custodian may deposit or procure the deposit of Securities with any Clearance Systems as required by law, regulation or market practice. Custodian will hold Securities with a Clearance System only in an account which exclusively holds assets held by Custodian for its clients.

d. Custodian will hold Securities with a Subcustodian only in an account which is segregated from the Subcustodian's assets. Custodian will direct each Subcustodian to identify on its books that Securities are held for the account of Custodian as custodian for its clients. Records maintained by Custodian shall indicate that such Securities are held by a Subcustodian and shall identify the Subcustodian.

e. Securities in the Accounts that are in registered form shall be registered only in the name of the Client, Custodian or its nominee or the Subcustodian or its nominee.

f. Any Securities held in a Clearance System by Custodian will be subject only to instructions delivered to the Clearance System by Custodian.
g. Any Securities deposited by Custodian with a Subcustodian will be subject only to the instructions of Custodian.
h. Custodian shall not use any of Client's Securities for Custodian's benefit, and none of Client's Securities shall be loaned, pledged, or hypothecated by Custodian or subcustodian without a written contract executed by Client separate and apart from this Agreement.

3. PERFORMANCE BY CUSTODIAN

Client acknowledges that the procedures described in this Section 3 are of an administrative nature and shall not be interpreted to constitute an undertaking by Custodian to make loans or Securities available to Client.

A. Custodial Duties Requiring Instructions – Custodian shall carry out the following actions only upon receipt of and in accordance with specific Instructions.

a. Securities Settlement

1. Custodian will attend to the settlement of Securities transactions. To the extent the Custodian settles Securities transactions on a contractual settlement date basis and the Securities and/or Cash are not subsequently received by Custodian, Custodian may reverse the contractual settlement date entries relating to such settlement.

2. Settlements of each depository transaction will be effected through trading and processing practices customary in the jurisdiction or market where the transaction occurs. Client acknowledges that this may, in certain circumstances, require the delivery of Cash or Securities without the concurrent receipt of Securities or Cash. In the case of the failure of a counterparty (or other appropriate party) to deliver the expected Cash or Securities, Custodian will contact the counterparty to seek settlement of the transaction, but Custodian shall have no responsibility for non-receipt or non-payment (or late receipt or late payment) of Cash or for non-receipt or non-delivery (or late receipt or late delivery) of Securities by the counterparty.

3. Custodian shall not be required to comply with any Instructions to settle the purchase of any Securities for an Account unless there is sufficient immediately available Cash for such purchase in the applicable currency in the Account. Free riding (buying and selling the same security and using the sale proceeds to pay for the transaction without otherwise having funds to pay for the trade) is not permitted. Client agrees that it will not use an Account to facilitate the purchase of Securities without sufficient immediately available Cash in the Account or otherwise issue any Instructions that would violate the free-riding prohibition of Federal Reserve Board's Regulation T or any other applicable law.

b. Corporate Actions and Shareholders Voting

1. Custodian shall advise Client or its designee of any corporate action notices and announcements concerning Securities held on Client's behalf in an Account that require discretionary action, if Custodian, in the course of acting in the capacity of Custodian, has received such notices and announcements in time to notify Client in a timely manner. Custodian shall follow Instructions provided by Client or its designee with regard to voting such corporate actions. If the Client or its designee fails to provide Custodian with timely Instructions with respect to a corporate action, Custodian will not take any action in relation to that corporate action.

2. Custodian's only obligation in regard to any matter where Client may exercise shareholder voting rights will be to provide to Client or its designee any shareholder proxies, notices, reports or other communications actually received by Custodian.

c. Credits and Debits to Accounts

1. Under no circumstances will Custodian be required to expend, advance, risk or disburse its own funds in the administration of an Account. Custodian is not obliged to credit or debit an Account before receipt of a corresponding final payment in cleared funds.

2. If Custodian credits or debits an Account prior to receipt of a corresponding final payment in cleared funds, Custodian may at any time reverse all or part of such credit or debit, and make an appropriate entry to the Account, and if it reasonably so decides, require repayment of any amount corresponding to any debit. Client will deposit the amount of any such debit together with all associated overdraft charges, into the Account by 5:00 PM (Central Time) on the day of receipt of notice of such debit from Custodian. If Client does not meet the 5:00 PM (Central Time) deadline, Client shall forward the amount due plus any additional overdraft charges the following Business Day. In the event that, for any reason whatsoever, any of the Account(s) becomes overdrawn, the Customer shall pay the amount by which such Account has become overdrawn upon demand of the Custodian together with interest on the overdrawn amount calculated at such rate as the Custodian may specify from time to time.

3. If Custodian receives Instructions that would result in the delivery of Securities or payment of Cash exceeding credits to the Account for the relevant Securities or for Cash, as applicable, Custodian may reject the Instructions.

d. Short Term Investment Fund

1. Client may, from time to time, provide Instructions for Custodian to use any available cash awaiting investment or distribution in the Account to purchase any short-term investment funds that Custodian from time to time makes available to clients. Such Instructions shall be provided via delivery to Custodian of a signed and completed Short Term Investment Directive in the form of Exhibit D. All funds invested by Custodian at the direction of Client in such short-term investments shall be deemed to be part of the Account and subject to all the terms and conditions of this Agreement. If any Cash is received for an Account after the cut-off time for the designated short-term investment vehicle, Custodian shall hold such Cash uninvested until the next Business Day.

2. In the absence of Instructions designating a short-term investment for Cash, Cash in an Account shall remain uninvested.

3. Custodian shall have no obligation to pay interest on Cash in respect of any period during which it remains uninvested.

B. Non-discretionary Custodial Duties – Absent contrary Instructions, Custodian will carry out the following without further Instructions:

a. Sign any affidavits, certificates of ownership and other certificates and documents relating to Securities which may be required to obtain any Securities or Cash;

b. Receive, and credit an Account, as appropriate, with all income, payments and distributions in respect of Securities, fund transfer receipts, and any capital arising out of or in connection with Securities (including all Securities received by Custodian as a result of a stock dividend, bonus issue, share sub-division or reorganization, capitalization of reserves or otherwise) and take any action deemed by Custodian to be necessary and proper in connection therewith;

1. Custodian will settle certain income, payments and distributions in respect of Securities, fund transfer receipts, and any capital arising out of or in connection with Securities (including all Securities received by Custodian as a result of a stock dividend, bonus issue, share sub-division or reorganization, capitalization of reserves or otherwise) on a contractual payment date basis and if the Securities and or Cash are not subsequently received by Custodian, Custodian may reverse the contractual payment date entries relating to such settlement.

2. Custodian shall be under no obligation to take action to collect any amount payable on Securities in default or if payment is refused after due demand and presentment.

c. When, as part of a distribution, fractional shares of Securities are received, where possible sell such fractional shares and pay the proceeds to the applicable Account;

d. Reregister Certificated Securities, exchange interim or temporary receipts for definitive certificates, and exchange old or over stamped certificates for new certificates where the exchange is purely ministerial and no exercise of discretion is required;

e. Make any payment by debiting the applicable Account as required to effect any Instructions.

4. INSTRUCTIONS

Custodian will rely and act upon Instructions of any Authorized Person until Custodian has received and acknowledged notice of any change from Client. Custodian is authorized to rely upon any Instructions received, in particular:

A. Client may appoint one or more Investment Managers and shall provide documentation reasonably satisfactory to Custodian of such Investment Manager's authority to act on behalf of Client. Any person acting on behalf of an Investment Manager shall not be an Authorized Person unless identified as such in a then-current Certificate of Authorized Persons, as provided in Section 1. Client agrees that:

a. each Investment Manager is authorized to act on Client's behalf with respect to the Sub-Account managed by such Investment Manager, including the authority to receive and give Instructions, and

b. any right of Custodian arising in connection with this Agreement is enforceable against all of Client's assets, notwithstanding that Investment Manager may exercise discretion over less than all of the assets of Client.

Client acknowledges, understands and agrees that:

a. any communication, notice, report, statement, advice or information given to an Investment Manager by Custodian or received from an Investment Manager by Custodian in respect of the Sub-Account managed by such Investment Manager shall be deemed to have been given to, or received from, Client as the case may be;

b. any decision, instruction or action of, or authorization by, an Investment Manager in respect of the Sub-Account managed by such Investment Manager shall be deemed to constitute the decision, instruction, action or authorization of Client;

c. Custodian is in no way responsible for any loss to Client occasioned by the actions of an Investment Manager; and

d. Client gives each Investment Manager authority to exercise Client's rights over the Sub-Account managed by such Investment Manager and does so at Client's own risk.

B. Notwithstanding any other provision hereof, Custodian is authorized to accept and act upon any investment direction from Client delivered electronically in accordance with standard practices in the financial services industry, including investment or fund transfer Instructions delivered via the SWIFT, FTP, Depository Trust Company Identification systems, or Custodian's online services.

C. Custodian is not responsible and shall incur no liability arising from errors or omissions made by Client or resulting from fraud or the duplication of any Instructions by Client, and Custodian may act on any Instructions by reference to an Account number only, even if an Account name is provided.

D. Custodian may act on any Instructions if it reasonably believes such Instructions contain sufficient information. Sample investment and disbursement instruction forms are attached as Exhibits E and F. Custodian will verify any Instruction (other than Instructions delivered electronically in accordance with Section 4(A) and 4(B)) received regarding disbursement or free delivery of any Securities by a call to an Authorized Person other than the Authorized Person signing the Instruction. Client agrees that Custodian may delay the initiation of any fund transfer until these security measures it deems to be necessary and appropriate have been completed and shall incur no liability on account of such delay.

E. The Custodian shall not be obliged to comply with any Instructions received where it reasonably believes that carrying out such Instructions would be contrary to applicable law, regulation or market practice (and the Custodian shall not be under any duty to investigate whether any Instruction complies with any applicable law, regulation or market practice) or where it is not

provided with satisfactory verification, confirmation or clarification of Instructions where the Custodian has requested such verification, confirmation or clarification from the Customer. Custodian will promptly notify Client of its decision and will not be liable for failure to act on such Instructions.

F. Client expressly acknowledges that the use of manual forms of communication entails risks involving errors, security and privacy breaches and fraudulent activities.

G. Custodian is obligated to act on Instructions only if received in the prescribed form and at the requisite times and only on Business Days. Where Custodian receives incomplete Instructions, or receives Instructions after a cut-off time, Custodian will use reasonable efforts to comply as soon as practicable on the next relevant Business Day, but shall incur no liability if, having exercised reasonable efforts to act on the Instructions, it is not able to do so.

5. TAX STATUS/WITHHOLDING TAXES

A. Tax Forms – The Account shall not be opened nor funds in the Account invested unless Client provides to Custodian a correct, complete and applicable Internal Revenue Service Form W-9 or W-8. In the case of a Person that is a "United States person" within the meaning of Section 7701(a) (30) of the Code, an Internal Revenue Service Form W-9 (or applicable successor form) that is not more than 30 days old is required. In the case of a Person that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, the applicable Internal Revenue Service Form W-8ECI, W-8IMY, W-8EXP, W-8BEN, W-8BEN-E (or applicable successor form), with all required attachments (if applicable), is required. Such Internal Revenue Service form shall be delivered when: (i) the Account is opened, (ii) before December 31 of each third succeeding calendar year, (iii) promptly upon reasonable demand by Custodian, and (iv) promptly upon learning that any such tax form previously provided by Client has become expired, obsolete or incorrect. Tax withholding may occur absent proper tax documentation. Upon reasonable demand by Custodian, Client shall promptly provide any other form or document that may be required or reasonably requested in writing in order to allow Custodian to make a payment without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate, with any such form or document to be accurate and completed in a manner reasonably satisfactory to Custodian.

B. Payment – If any Taxes become payable with respect to any payment to be made to Client, such Taxes will be payable by Client and Custodian may withhold the Taxes from such payment. Custodian may withhold any Cash held or received with respect to the Account and apply such Cash in satisfaction of such Taxes. The Custodian will not pay any additional amounts in respect of such withholding. If any Taxes, including for the avoidance of doubt withholding Taxes become payable, with respect to any prior payment made to Client by Custodian, Custodian may withhold any Cash in satisfaction of such prior Taxes. Client shall remain liable for and shall indemnify Custodian for any deficiency.

6. USE OF THIRD PARTIES

A. General Authority

a. Custodian is hereby authorized to appoint Subcustodians, Affiliates, and Administrative Support Providers as its delegates and to use or participate in Market Infrastructures and Clearance Systems to perform its duties under this Agreement.

b. Securities deposited with Clearance Systems hereunder will be subject to the laws, rules and practices of such Clearance Systems.

B. Responsibility

a. Custodian shall act in good faith and select Subcustodians with reasonable care. Custodian shall not be responsible for any Loss arising from the insolvency or acts or omissions of any entity providing safekeeping, clearance and settlement of Securities that is not a BofA Entity.

b. In the event of insolvency or any act or omission of any entity providing safekeeping, clearance and settlement of Securities which has or may be expected to have a detrimental effect on Client or its Securities, Custodian shall notify Client in the event that Custodian received notice or otherwise has actual knowledge of any act or omission of any such entity providing safekeeping, clearance and settlement of Securities which has or may be expected to have a detrimental effect on Client or

its Securities. Custodian agrees to reasonably cooperate with Subcustodian's efforts to protect Client's interests and Securities.

c. Custodian shall act in good faith and select Administrative Support Providers with reasonable care. Custodian shall not be responsible for the acts or omissions of Administrative Support Providers.

d. Custodian has no responsibility for selection or appointment of, or for performance by, any Clearance System or Market Infrastructure. Clearance Systems and Market Infrastructures are not delegates or agents of Custodian.

7. REPRESENTATIONS

A. General – Client and Custodian each represent that at the date of this Agreement and at all times until the termination of this Agreement:

a. It is duly organized and in good standing in every jurisdiction where it is required so to be;

b. It has the power and authority to sign and to perform its obligations under this Agreement;

c. This Agreement is duly authorized and signed and is its legal, valid and binding obligation;

d. Any consent, authorization or instruction required in connection with its execution and performance of this Agreement has been provided by any relevant third party.

e. Any act required by any relevant governmental or other authority to be done in connection with its execution and performance of this Agreement has been or will be done (and will be renewed if necessary) prior to the time the execution or the related performance is required; and

f. Its performance of this Agreement will not violate or breach any applicable law, regulation, contract or other requirement.

B. Client – Client also represents at the date this Agreement and at all times until the termination of this Agreement that:

a. It has authority to deposit Securities and Cash in the Account and there is no claim or encumbrance that adversely affects any delivery of Securities or payment of Cash made in accordance with this Agreement; and

b. Where it acts as an agent on behalf of any of its own clients, whether or not expressly identified to Custodian, any such clients shall not be clients or indirect clients of Custodian and Custodian shall have no responsibility to or liability with respect to any such clients of Client.

C. Plan Assets – Client represent and warrant at the date of this Agreement and at all times until the termination of this Agreement that each representation specified as being made by it in the ERISA Annex attached as Exhibit H is accurate and true.

8. SCOPE OF RESPONSIBILITY

A. Limitation on Losses – Custodian will not be responsible for any loss or damage suffered by Client unless the loss or damage results from Custodian's gross negligence, willful misconduct or fraud. The liability of Custodian in connection with any loss or damage shall be Client's actual damages at the time such loss was discovered. Under no circumstances will Custodian be liable to Client for indirect, consequential, incidental, special or punitive damages.

B. Limitations on Custodian's Responsibility

a. General – Custodian is responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instructions given in accordance with this Agreement. Custodian shall have no implied duties or

obligations. Custodian shall be protected and shall not be liable for complying with Instructions believed by the Custodian in good faith to be given by an Authorized Person.

b. No Liability for Third Parties – Custodian is not responsible for the acts, omissions, defaults or insolvency of any third party including, but not limited to, any broker, counterparty or issuer of Securities.

c. Performance Subject to Laws – Client understands and agrees that Custodian's performance of this Agreement is subject to applicable local laws, regulations, decrees, orders and government acts, and the rules, operating procedures and practices of any relevant stock exchange, Clearance System or market where or through which Instructions are to be carried out, any Market Infrastructures through which Instructions or other communications are transmitted, or where any Securities or Cash are held.

d. Prevention of Performance – Custodian will not be responsible for any failure to perform any of its obligations (nor will it be responsible for any unavailability of funds credited to the Account) if such performance is prevented, hindered or delayed by Force Majeure.

e. Client's Reporting of Obligations – Unless otherwise agreed in writing by Custodian, Client shall be solely responsible for all filings, tax returns and reports on any transactions in respect of Securities or Cash or relating to Securities or Cash as may be required by any law or regulations, whether governmental or otherwise. Client shall be solely responsible for and the payment of and obtaining reclaims, refunds and credits, where applicable, of all Taxes and any other liability or payment which must be made to any relevant authority in respect of the Securities or any Account.

f. Validity of Securities – Custodian shall be under no obligation to inquire into, and shall not be liable for, any losses incurred by Client or any other person as a result of the receipt or acceptance of, fraudulent, forged or invalid Securities or Securities which otherwise are not freely transferable or deliverable without encumbrance in any relevant market. If Custodian becomes aware of any defect in title or forgery of any Security, Custodian shall promptly notify Client.

g. Capacity of Custodian –Client agrees that: (i) this Agreement is an arm's length, commercial transaction between Client and Custodian in which Custodian is acting solely as a custodian; (ii) Custodian is not acting as an investment manager, an investment, legal or tax adviser, a municipal advisor or a financial advisor to Client; (iii) Custodian has no fiduciary duty, including pursuant to Section 15B of the Securities Exchange Act of 1934 to Client with respect to any transactions contemplated in this Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether a BofA Entity has provided other services or is currently providing other services to Client on other matters); (iv) the only obligations Custodian has to Client are expressly set forth in this Agreement and are purely ministerial in nature; and (v) Custodian is not recommending that Client take any investment or other action with respect to the transactions contemplated by this Agreement, and before taking any action with respect to the contemplated transactions, Client should discuss and seek advice from its own legal, accounting, tax, financial and other advisors, as it deems appropriate. Client shall bear the risk and expense associated with Cash or Securities denominated in any currency. In no event shall Custodian be liable for the selection of Securities or for losses incurred thereon.

h. Forwarded Information – The Custodian is not responsible for the form, accuracy or content of any notice, circular, report, announcement or other material provided under Section 3(A) b of this Agreement. Information forwarded to the Client may have been obtained from sources which Custodian does not control and may have been translated or summarized. Custodian has no duty to verify the information contained in such notices nor the faithfulness or any translation or summary and therefore does not guarantee its accuracy, completeness or timeliness, and shall not be liable to Client for any loss that may result from relying on such notice.

9. INDEMNITY

A. Indemnity to Custodian – Client agrees to indemnify, defend and hold harmless Custodian, its officers, directors, employees, shareholders, Affiliates and agents (collectively the "Indemnified Parties" and each individually an "Indemnified Party") from all losses, Taxes, costs, damages and expenses including, but not limited to, any reasonable investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or claim, and demands or actions (each referred to as a "Loss"), which such Indemnified Parties may become subject to or liable for by reason of Custodian's acting as Custodian under this Agreement, except any Loss resulting from Indemnified Party's gross negligence, willful misconduct or fraud. This provision shall survive the termination of this Agreement.

B. Client's Direct Liability – The disclosure by Client to Custodian that Client has entered into this Agreement as the agent or representative of another person shall not relieve Client of any of its obligations under this Agreement or limit any of Custodian's rights hereunder, nor shall such disclosure create any contract between Custodian and any other person or entity.

10. LIEN AND SET OFF

A. Lien – In addition to other remedies available to Custodian under applicable law, Custodian shall have, and Client hereby grants, a continuing lien on and security interest in all Securities and Cash in any Account until the satisfaction of all liabilities of Client to Custodian arising under this Agreement, including without limitation liabilities in respect of any fees and expenses or credit exposures (whether because Custodian has advanced funds in connection with the settlement of Securities transactions or otherwise) incurred in the performance of services under this Agreement. Custodian shall have a security interest in the Securities or Cash which are the subject of such Securities transactions and all the remedies of a secured party under the Uniform Commercial Code.

B. Set Off – To the extent permitted by applicable law and in addition to any other remedies available to Custodian under applicable law, Custodian may set off any payment obligation owed to it by Client in connection with this Agreement against any Securities or Cash and the proceeds thereof held in the Account at any time regardless of the place of payment or currency of any obligation (and for such purpose may make any currency conversion necessary).

C. Repayment – The lien and security interest in the Securities or Cash and the proceeds thereof and right of set-off related thereto shall continue until such time as Custodian is repaid the amount of all liabilities of Client to Custodian arising under this Agreement, including without limitation all advances by Custodian to Client.

11. FEES AND EXPENSES

Client agrees to pay all fees, charges and obligations incurred for any services pursuant to this Agreement as determined in accordance with the terms of the Fee Schedule as presently in effect and as amended from time to time, together with any other amounts payable to Custodian or expenses incurred by Custodian pursuant to this Agreement, including without limitation, overdraft fees and central bank negative interest rate charges incurred by the Custodian in connection with the deposit of Cash at a central bank. Custodian may debit the Account to pay any such expenses and any fees, charges and obligations, as directed by the Client or if any such amounts have remained unpaid for sixty (60) days or more. Client acknowledges receipt of the Fee Schedule. Custodian will send Client a copy of any amendment or superseding Fee Schedule, which will become effective no earlier than thirty (30) days after it is sent to Client.

If any deduction or withholding is required by law from any payment, then the Client shall pay such additional amount as will, after such deduction or withholding has been made and/or after accounting for the Tax chargeable on such payment (and the additional amount), leave the recipient with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding or to bring such payment into charge to Tax (as applicable).

12. BANK OF AMERICA CORPORATION INVOLVEMENT

The Client agrees and understands that any BofA Entity can engage as principal or otherwise in any transaction effected by the Client or by any person for such BofA Entity's account and benefit, or by or on behalf of any counterparty or issuer. When instructed to effect any transactions (particularly foreign exchange transactions), the Custodian is entitled to effect any transaction by or with itself or any BofA Entity and to pay or keep any fee, commissions or compensation as specified in the Client's Instructions or, if no specification is provided, any charges, fees, commissions or similar payments generally in effect from time to time with regard to such or similar transactions.

13. RECORDS AND ACCESS

A. Examination of Statements – Subject to the election of Client as hereinafter provided, Custodian will supply to Client on a monthly, quarterly, or annual basis, a statement in respect to all Securities, Cash or transactions in the Accounts. In the absence of the filing in writing with Custodian by Client of exceptions or objections to any such statement within sixty (60) days of the

delivery thereof, Client shall be deemed to have approved such statement; and in such case or upon written approval of Client of any such statement, such statement shall be presumed to be correct for all purposes with respect to all information set forth therein.

B. Data Transmission – – Notwithstanding anything to the contrary in this Agreement or any confidentiality agreement between the Custodian and Client, Client hereby instructs Custodian to deliver all transaction and data files ("Client Account Information") related to transactions pursuant to this Agreement to the recipients listed on FORM xxxx (each, a "Recipient") until Custodian receives written instructions from Client to discontinue, and such delivery shall not constitute a breach of this Agreement or any related confidentiality agreement. Data transmission includes but is not limited to FTP, SFTP, SWIFT, Mercury Portal, Cashpro Portal, Secure Email and other mutually agreed upon channels. Client hereby agrees that Custodian has no duty to verify any Recipient or the purpose for which Client Account Information is being delivered to such Recipient. Custodian shall not be liable to Client or any other person for any loss that may result from delivering Client Account Information in accordance with this Section 13B. or from any use or further distribution of such Client Account Information by any Recipient. Client agrees to indemnify, defend and hold harmless the Indemnified Parties from all losses, costs, damages and expenses including, but not limited to, any reasonable investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or claim, and demands or actions, which such Indemnified Parties may become subject to or liable for by reason of Custodian's distributing Client Account Information pursuant to this Agreement. This provision shall survive the termination of this Agreement. No Recipient shall be a third-party beneficiary to this Agreement, and shall have no right to enforce any term of this Agreement.

C. Standard Industry Pricing Services – Client understands and agrees that Custodian will use prices furnished by standard industry pricing services in determining market values of Securities in the Account and further agrees that Custodian can conclusively rely on such prices. If no current price is available from standard industry pricing services for any Security held in an Account, Client agrees that Custodian shall be entitled but not required to rely on written Instructions of Client or its designee as to the market value of that Security. Custodian shall not incur any liability in relying in good faith on market values determined in accordance with the above procedures.

D. Access to Records – Upon reasonable notice Custodian shall allow Client and its independent public accountants, agents or regulators reasonable access to the records of Custodian and, to the extent required and agreed to by a Subcustodian, to the records of such Subcustodian relating to Securities or Cash in the Accounts as is required by Client.

E. Clearance Systems Reports – Upon request of Client, Custodian shall be required to send to Client, with respect to each Clearance System relevant for Securities in Client's Accounts, all reports Custodian receives from such Clearance System on its systems of internal accounting control, and all reports prepared on Custodian's and each Subcustodian's (to the extent Custodian receives any report regarding such Subcustodian) systems of internal accounting control of custodied securities, to the extent such reports are relevant for Securities in Client's Accounts.

## 14. INFORMATION

Custodian will treat information related to Client as confidential but, unless prohibited by law, Client authorizes the transfer or disclosure of any information relating to Client to and between the subsidiaries, officers, Affiliates and other representatives and advisors of Custodian and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of services to Client, and further acknowledges that Custodian and any such subsidiary, officer, Affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Client will treat the terms of this Agreement, including any Fee Schedule, as confidential.

## 15. ADVERTISING

Neither Client nor Custodian shall display the name, trademark or service mark of the other without the written approval of the other. Client shall not advertise or promote any services provided by Custodian without Custodian's prior written consent.

## 16. TERMINATION

A. Date of Termination – Any party may terminate this Agreement in whole or as between itself and any other party or parties hereto by giving not less than thirty (30) days' prior written notice to such other party or parties (as the case may be).

B. Effect on Account – Custodian shall deliver the Securities and Cash as instructed by Client. If by the termination date Client has not given Instructions to deliver all Securities and Cash in the Accounts, Custodian will continue to safekeep such Securities and Cash until Client provides Instructions to effect a free delivery of such Securities and Cash. However, Custodian will provide no other services in regard to any such Securities or Cash except to collect and hold any Cash receipts. Notwithstanding termination of this Agreement or any Instructions, Custodian may retain sufficient Securities or Cash to close out or complete any transaction that Custodian will be required to settle on Client's behalf, and Custodian is hereby authorized to withhold any disbursement or free delivery it would otherwise make from any Account at termination for any fees or expenses that remain unpaid. Except as provided otherwise in this Section 16(B), it is understood and agreed that this Agreement shall remain in full force and effect so long as any Securities or Cash remain in any Account.

C. Surviving Terms – The rights and obligations contained in Sections 9 through 10 of this Agreement shall survive the termination of this Agreement.

17. GOVERNING LAWS AND JURISDICTION

A. Governing Law – This Agreement shall be governed by the laws of the State of New York without reference to its conflict of laws rules (*provided, however*, that Sections 5-1401 and 5-1402 of the New York General Obligations Law shall apply to this Agreement, which the Parties hereto expressly rely upon in the choice of such law as the governing law hereunder).

B. Jurisdiction – The federal and state courts in the State of New York shall have non-exclusive jurisdiction to hear any disputes arising out of this Agreement, and the parties irrevocably submit to the jurisdiction of such courts and waive all rights to a trial by jury in any action or proceeding relating to this Agreement.

C. Venue – Each party hereto waives, to the fullest extent permitted by law, any objection it may have at any time, to the laying of venue of any actions or proceedings brought in any court specified in Section 17(B) hereof and waives any claim that such actions or proceedings have been brought in an inconvenient forum.

18. MISCELLANEOUS

A. Entire Agreement – This Agreement, together with any exhibits attached hereto contains the entire agreement between the parties relating to the subject matter hereof and supersedes any oral statements and prior writings with respect thereto.

B. Severability – If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions shall remain in full force and effect (as shall that provision under any other law).

C. Waiver of Rights – No failure or delay of Client or Custodian in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. Any waiver of any right or remedy will be limited to the specific instance. The exclusion or omission of any provision or term from this Agreement shall not be deemed to be a waiver of any right or remedy Client or Custodian may have under applicable law.

D. Recordings – Client and Custodian each consent to electronic recordings for security and quality of service purposes and agree that either may produce telephonic or electronic recordings or computers records as evidence in any proceedings brought in connection with this Agreement.

E. Further Information – Client agrees to execute further documents and provide materials and information as may be reasonably requested by Custodian to enable Custodian to perform its duties and obligations under this Agreement.

F. Advice of Counsel – Custodian may, with respect to questions of law, including the interpretation of this Agreement and the rights, duties and obligations of the parties hereunder, obtain the advice of counsel and shall be fully protected with respect to anything done or omitted by it in good faith in reliance on such advice.

G. Successor and Assigns – This Agreement shall inure to the benefit of, and be binding upon, the successors of each of Client and Custodian. This Agreement shall not be assigned by a party hereto without the prior express written consent of the other party. Notwithstanding the foregoing, any organization or entity resulting from any merger, conversion or consolidation to which Custodian shall be a party and any organization or entity succeeding to all or substantially all of the custody business of Custodian shall be the successor Custodian hereunder without the execution or filing of any paper or any further act of any of the parties hereto.

H. Security Holding Disclosure – Custodian is instructed not to disclose the name, address, or Security positions of Client in response to shareholder communications requests regarding the Custody Account.

I. Insurance – Custodian will not be required to maintain any insurance coverage for the benefit of Client, except that Custodian will maintain insurance protection which covers Custodian's duties and responsibilities generally as a custodian of financial assets and Custodian will maintain such coverage to the extent required by Custodian's banking regulators and, upon Client's request, Custodian will provide Client a description of Custodian's insurance coverage as in effect at the time of Client's request.

J. No Third Party Beneficiaries – A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

K. Headings – Titles to Sections of this Agreement are included for convenience of reference only and shall be disregarded in construing the language contained in this Agreement.

L. Counterparts – This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement, signed and transmitted by facsimile or Portable Document Format (PDF), is to be treated as an original document and the signature of any party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original.

M. Signature Authorization – Client signatories appearing below are officers, employees or agents of Client duly authorized to bind Client orally or in writing with regard to all matters pertaining to this Agreement. Client shall deliver to Custodian a duly executed Secretary's Certificate or Corporate Resolution or such other evidence of such authorization to open Accounts and execute agreements as Custodian may reasonably require.

N. Written Communication – Any notice, statement, Instructions or other communication sent electronically will be deemed to have been sent in writing.

19. NOTICES

Except as otherwise provided in this Agreement, all notices and other communications required or permitted to be delivered under this Agreement shall be in writing by mail, personal delivery, facsimile, or other means of electronic transmission as follows, and effective upon receipt:

To the Custodian: Bank of America, National Association

To the Client: Judicial Council of California

20. ON-LINE SERVICES

A. Conditions of Use – Upon the execution and delivery by Client to Custodian of the Custody Website Services Enrollment Form in the form attached hereto as Exhibit G (the "Enrollment Form"), the Custodian hereby grants Client, and each user specified by the Client in writing and authorized by Client to access Online Custody Services and Client account information and statements provided under this Agreement (each, a "Designated Agent"), access to Custodian's online services (the "Online Custody Services") selected by Client on the Enrollment Form. The Client acknowledges that there are risks inherent in communicating through the

Internet such as the possibility of virus contamination and disruptions in service, and agrees that Custodian shall not be responsible for any loss, damage or expense suffered or incurred by Client or any person claiming by or through Client as a result of the use of the Online Custody Services. Client and its Designated Agents may use Online Custody Services to access account and other information relating to Accounts based on the Online Custody Services selected by Client on the Custody Web Site Services Enrollment Form. Account information is made accessible through Online Custody Services at the sole discretion of Custodian and may change at any time. Although Online Custody Service is intended to provide accurate and timely information, the information obtained through Online Custody Services may not be accurate, complete or current and may include technical inaccuracies or typographical errors. Additionally, this information is prepared with, or based on, information received from one or more third parties. Client should verify all information before relying on it and decisions based on this information are Client's sole responsibility. Client is solely responsible for updating Custodian in writing of any modifications in or terminations of its Designated Agents. Custodian reserves the right to restrict use of Online Custody Services for one or more types of Accounts or transactions and to impose other limits or restrictions. Client can only obtain information through Online Custody Services for those Accounts that they are authorized to access.

B. Security/Password – Client agrees to safeguard its user identification code(s) ("ID") and password(s) ("Password") to access Online Custody Services. Client agrees not to give or make available Client's ID and Password to any person other than a Designated Agent. Client is responsible for all access and activity conducted either by Client or its Designated Agents using its ID and Password. Client shall immediately notify its Custody Administrative Officer in writing if it believes that the ID or Password has been compromised, that Client suspects unauthorized access to Online Custody Services, or when a Designated Agent, with a unique ID and Password, is no longer permitted access to Online Custody Services. Client assumes all responsibility for, and shall hold Custodian harmless from any damages, liabilities, claims, or losses relating to or arising from any unauthorized use of Online Custody Services by its Designated Agents or unauthorized individuals who access Online Custody Services as a result of any action or inaction on the part of a Designated Agent.

C. Online Custody Services Availability – Custodian may remove or modify the information available on Online Custody Services at any time without prior notice. Custodian shall take reasonable measures to ensure Online Custody Services are available and operating correctly, however use of Online Custody Services may be restricted or limited without notice.

D. Online Statements and Records_– Client may elect online statement delivery in lieu of or in addition to mailed (paper) account statements. If Client elects, Custodian will provide account statements and related documentation in an electronic (PDF) form that can be viewed and printed at the discretion of Client or its Designated Agents. Online statement delivery is subject to the following terms, conditions and agreements:

(i) Client acknowledges and agrees, as a condition of its enrollment in online statement delivery, that, if it elects to receive online statements only, paper statements will no longer be mailed, and agrees that the online statement and all other related online communications will satisfy all of Custodian's existing legal and contractual obligations to provide statements and reports with respect to Client's accounts;

(ii) By its election of online statements, Client represents and acknowledges that it has the ability to access, view, and retain copies of the online statements and the related documents, e-mail transmissions and web sites that comprise Custodian's online statement functionality. Client understands that it is obligated to notify Custodian to report any problems relating to Client's ability to access its statements and related documents;

(iii) Client acknowledges and understands that its election to receive online statements will be effective for all periods following the election on an ongoing basis unless Client cancels or modifies its election or is otherwise notified by Custodian. Client understands that it may, at its sole discretion, discontinue online statement delivery at any time by providing notice to Custodian in writing. Upon receipt of this written notice, Custodian will cease delivery of online statements and provide paper statements beginning with Client's next statement cycle;

(iv) Online statements will remain available on the Web Site for a period of up to 24 calendar months from initial posting date, which period may be modified at any time by Custodian at its sole and exclusive discretion. Depending on the services selected, Online Custody Services can be used to print a statement of transactions for the Accounts. These printed statements are not considered official records of Custodian.

E. Disclaimers of Warranty_– Online Custody Services and all information, services, software and other materials (including, without limitation, with respect to corporate actions) provided through Online Custody Services are provided "as is" without

any express or implied warranty of any kind. Custodian and its suppliers specifically disclaim any warranties of merchantability, noninfringement of intellectual property, quality or fitness for any particular purpose. Custodian does not guarantee the security of Online Custody Services or prevention from loss of, alteration of, or improper access to the account information or data. Custodian makes no representation or warranty whatsoever, express or implied, relating to or resulting from the use of, or inability to use, Online Custody Services, mistakes, omissions, service interruptions, deletion of files, loss or modification of content or data, errors, defects, misdeliveries, delays in operation or transmission or any failure of performance, whether or not limited to circumstances beyond its control, communication failure, theft, destruction or unauthorized access to any server, records, programs or services.

F. Limitation of Liability – In no event will Custodian or any of its Affiliates, suppliers, contractors, service providers, directors, officers, employees or agents be liable for any damages, including without limitation, indirect, incidental, special, consequential or punitive damages arising in connection with Online Custody Services or in connection with the use of or inability to use Online Custody Services, including, without limitation, damages for any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, or loss or modification of content or data, even if advised of the possibility of such damages. No third party shall have any right or claim under this Web Site Agreement.

G. Termination – Custodian may terminate Client's access to all or part of Online Custody Services at any time with five days' prior notice. Custodian may terminate Client's access to all or part of Online Custody Services at any time, without prior notice, if Client's Account is closed, Client fails to comply with any of the terms of this Agreement, or if in Custodian's sole judgment Client's use of Online Custody Services presents a security risk.

H. Amendments – Custodian may alter or amend the terms of Custody Website Enrollment by sending written notice to Client at Client's address as it appears on our records. Client's use of Online Custody Services after Custodian sends Client notice of any change or amendment constitutes Client's agreement to the change.

I. Approval Model – Settlements, Fund Orders and Cash Instructions – Client shall indicate on [Exhibit G] its preferred approval model ("Approval Model") for issuing instructions relating to cash, settlements and mutual fund orders. Client can select any one of the following Approval Models:
   (i) Maker/Checker. One user submits instructions and a second user approves the instruction before it is sent to Custodian for processing. The same user may not submit and approve the same instruction.
   (ii) Multiapprover. One user submits an instruction, and at a minimum, a second and third user must approve the instruction before it is sent to Custodian for processing.
   (iii) Superuser. One user can submit and approve the same instructions.

   If a client selects the Maker/Checker or Multiapprover Approval Model but appoints any user as a Superuser, the designated Superuser will override the designated Maker/Checker or Multiapprover.

J. **Cash Instructions** – Client has the option to select thresholds relating to cash instructions in respect of the Account and the number of approvers required for such thresholds. Client may indicate the number of approvers required for issuing cash instructions for different thresholds on Exhibit G attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereto duly authorized.

| Custodian | Client |
|---|---|
| BANK OF AMERICA, NATIONAL ASSOCIATION | JUDICIAL COUNCIL OF CALIFORNIA |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |

Title: _____ Title: _____

Date: _____ Date: _____

**Exhibit**
**Table of Contents**

**Exhibit A** - "Authorized Person" - Required, please complete and have each Authorized Person sign

**Exhibit B** - "Fee Schedule" - Required, please sign

**Exhibit C** - "Custody Account" - Required, please provide the applicable information for each Account

**Exhibit D** - "Short Term Investment Fund Directive" - Optional, signature required if elected

**Exhibit E** - "Sample Investment Instruction Form"- No action necessary, for your information only

**Exhibit F** - "Sample Disbursement Instruction Form"- No action necessary, for your information only

**Exhibit G** - "Online Custody Services Agreement" Optional, each individual who will be authorized to access should complete an enrollment form and the Client should complete the agreement

**Exhibit H-** "ERISA Annex"

Federal law requires all financial institutions to obtain, verify and record information that identifies each Client for which an Account is opened. This information may include, but not be limited to, Client's legal entity name, business address and tax or employer identification number.

**EXHIBIT A**

**Certificate of Authorized Persons – [Account Name]**
(Required)

**Name:** _____ **Name:** _____

**Title:** _____ **Title:** _____

**Phone:** _____ **Phone:** _____

**Facsimile:** _____ **Facsimile:** _____

**E-mail:** _____ **E-mail:** _____

**Signature:** _____ **Signature:** _____

Written Instruction Authority Level:

☐ Initiate
☐ Verify Written Instruction by others

Written Instruction Authority Level:

☐ Initiate
☐ Verify Written Instruction by others

**Name:** _____ **Name:** _____

**Title:** _____ **Title:** _____

**Phone:** _____ **Phone:** _____

**Facsimile:** _____ **Facsimile:** _____

**E-mail:** _____ **E-mail:** _____

**Signature:** _____ **Signature:** _____

Written Instruction Authority Level:

☐ Initiate
☐ Verify Written Instruction by others

Written Instruction Authority Level:

☐ Initiate
☐ Verify Written Instruction by others

**Address of the [Client]:** _____

_____

_____

**Authorized and Approved By:** _____

_____
Title

_____
Date

## Exhibit B
## Fee Schedule
## Pricing

Our objective is to deliver a comprehensive service that meets your needs at a competitive price. Following from recent discussions we are pleased to present a fee proposal based upon the following set of assumptions that include:

***Custody services based on the following assumptions:***

- One account to hold USD cash to be auto swept into an operationally available money market fund
    - each fund / legal entity (unique Tax Id) requires a separate account
    - portfolios (aka subaccounts) linked to the corresponding BANA DDA
- Cash movements occur automatically to and from a BANA DDA based upon a target balance established by the client for the DDA
- Utilize CashPro portal or SWIFT for custody reporting and any ad hoc cash transfers

| Charges for Custody Services | |
|---|---|
| | **One-time, custodial set-up fee**<br><br>**Asset-based charge per annum on the market value of the assets**<br><br>**Transaction fees**<br><br>**Annual fees**<br><br>**Interest applicable on overdrawn accounts**<br>▪<br><br>**Short-term investment fund**<br><br>**Global Custody and Agency Services reserves the right to propose additional charges for other services, including, but not limited to:**<br>○ |

Fee information is based on the assumptions. Should any of these assumptions change, we may need to adjust the fees. Out-of-pocket expenses or incidental and services of an unanticipated or extraordinary nature are not included in the above schedule of fees. In extraordinary situations, including but not limited to bankruptcy, the Custodian reserves the right to revisit the fee structure and, where appropriate, levy fees on an hourly rate basis.

**The undersigned agrees to the terms of this fee schedule**

**Accepted by:** _____

**Name of Officer:** _____

**Title:** _____

**Date:** _____

## Exhibit C
## Custody Account

(Required, please provide the applicable information for each Account)

| | |
|---|---|
| Account Name | |
| Tax Id Number | |
| Fiscal Year End | |
| Account Currencies | |
| Statement Frequency (Monthly, Quarterly, Annual. If the reporting is not calendar month end cycle, ex; 445, please supply the dates) | |
| Realized Gain/Loss Accounting Methodology (FIFO, LIFO, High Cost, Low Cost, etc.) If no selection is indicated the default is FIFO. | |
| If you use a different realized cost gain / loss accounting methodology for mutual funds, please supply the methodology. If no selection is indicated the default is Average Cost. | |
| Hard copy statement recipients (Names and address; please use a separate page if additional space is needed). If you want statements delivered electronically, please execute Online Custody Services Agreement (Exhibit G) and user enrollment forms. | |
| Fee Invoice recipient (Name and address information) | |
| If you employ an investment manager or managers, for this Account or a specific portfolio or currency, please supply the investment manager's name, and contact information. | |
| If Client is communicating the trade Instructions, please provide the contact information for the individuals that should receive proxy or corporate action information, including name, address, and email address. | |
| Account Number | |
| Account Opening Date | |

Custodian
BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____
Date: _____

Client
[NAME OF ENTITY]

By: _____
Name: _____
Title: _____
Date: _____

**Required documents for additional accounts**:

**Exhibit A** - "Authorized Person" - Required, please complete and have each Authorized Person sign
**Exhibit D** - "Short Term Investment Fund Directive" - Optional, signature required if elected
**Exhibit G** - "Online Custody Services Agreement" Optional, each individual who will be authorized to access should complete an enrollment form and the Client should complete the agreement
**Exhibit J** - "Additional Accounts" – Required, please complete and sign

**Exhibit D**

**Short Term Investment Fund Directive and Disclosure Statement**

Bank of America, N.A. offers short-term investment vehicles to our custody clients for purposes of short-term cash investment. Clients can choose a short-term investment solution for use as the daily "cash sweep" vehicle for all temporary funds not being employed for other investment purposes.

Money Market Funds:

**U.S Corporate and Institutional Investor Use Only**
For more complete information about a money market fund listed in this form, including expenses, investment objectives, and past performance, please refer to the prospectus. You should read and review this information carefully before investing. Past performance is no guarantee of future results. Investments in money market mutual funds are neither insured nor guaranteed by Bank of America, N.A. and its affiliates, or by any Government Agency. **There can be no assurance that the funds can maintain a stable net asset value of $1.00 per share.**

The parties to the agreement understand and agree that the Custodian may receive certain revenue associated with money market fund investments. We hereby acknowledge receipt of the money market mutual fund prospectus for the below referenced fund(s) and authorize Bank of America, N.A. to use the money market mutual fund designated below as the STIF vehicle for all cash funds under the above referenced accounts. We understand Bank of America, N.A. receives revenue share payments directly from the fund company for services provided to these funds and the maximum amount is disclosed for each fund. These payments represent a reallocation to the Custodian of a portion of the compensation payable to the fund company in connection with a money market fund investment. Revenue sharing payments constitute a form of fee sharing between the fund company and the Custodian and do not, as a general rule, result in any additional charge or expense in connection with a money market fund investment, are not paid under a 12b-1 plan and do not impact the investment performance of the fund. These fees will be reflected in the overall expense ratio of the fund. The amount of any revenue share, if any, payable to the Custodian with respect to your account's investments is available upon request. In the event that a money market fund has been designated as the investment, the parties hereto acknowledge delivery of the prospectus for such fund. **The Parties hereto acknowledge that with respect to any such "cash sweep vehicle", if applicable, money market funds and other non-deposit investments are not deposits within the meaning of the Federal Deposit Insurance Act (12 U.S.C. 1813(l)), are not insured or guaranteed by the U.S. Government, the FDIC or any other government agency, are not insured, endorsed or guaranteed by Bank of America, are not obligations of Bank of America, and involve investment risk, including possible loss of principal. If a receiver were appointed for Bank of America, the client would have an ownership interest in the shares of the Mutual Fund that Bank of America purchased on behalf of the client.**

_____

Authorized signer(s) Date

## Custody Short Term Investment Fund Directive (Cont.)

| | | * Cut Off Time (CT) | Revenue Share | CUSIP | TICKER | INTERNAL |
|---|---|---|---|---|---|---|
| *US Government & Agency Money Market Funds* | | | | | | |
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| *Treasury Money Market Funds* | | | | | | |
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* The cut off time is subject to change due to holidays and bank processing requirements. Any cash or redemption requests received after the cut off time, which is shown as Central Time, will be processed the next business day.

Authorized signer(s) Date

## Exhibit E
## Sample Investment Instruction Form

Trade Settlement
Instruction Form 4 2

## Exhibit F
## Sample Disbursement Instruction Form
**(No action necessary, for your information only)**

Cash Disbursement Form.pdf

# Exhibit G

## Online Custody Services Agreement Enrollment Form

**Approval Model (select one)**

| | | | |
|---|---|---|---|
| **Settlement Instructions:** | ☐ | Maker/Checker | |
| | ☐ | Multiapprover | Number of Approvals: _____ |
| | ☐ | Superuser | |
| **Fund Orders:** | ☐ | Maker/Checker | |
| | ☐ | Multiapprover | Number of Approvals: _____ |
| | ☐ | Superuser | |
| **Cash Instructions:** | ☐ | Maker/Checker | |
| | ☐ | Multiapprover | Number of Approvals: _____ |
| | ☐ | Superuser | |

**For Cash Instructions:**

Account Level Access Requests

Approval Threshold 1: _____ Number of Approvals: _____

Approval Threshold 2: _____ Number of Approvals: _____

Approval Threshold 3: _____ Number of Approvals: _____

Approval Threshold 4: _____ Number of Approvals: _____

Client hereby authorizes and designates the following named individuals/entities as Designated Agents for purposes of this Web Site Agreement:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Each Designated Agent shall complete an enrollment form to be approved by Client.

Web Enrollment Form.pdf

# EXHIBIT H

## ERISA Annex

This ERISA Annex (this "**ERISA Annex**") forms part of and supplements the Agreement. In the event of any inconsistency between any term of this ERISA Annex and the Agreement, this ERISA Annex shall control. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

All terms, representations, warranties, provisions and agreements set forth in the checked section below are incorporated herein by reference into the Agreement. The provisions of this ERISA Annex shall survive termination of the Agreement.

Please check the applicable box below. If a box has not been checked the representations, warranties, covenants, agreements and acknowledgements in either Section 1 or Section 2, as applicable, of this ERISA Annex will be deemed made by Client and Investment Manager at all times during the relevant period under the circumstances applicable to Client.

**Section 1: No Plan Assets**

Client [and Investment Manager, in its capacity as agent for Client and in its individual corporate capacity,[1]] represent and warrant at the date of this Agreement and at all times until the termination of this Agreement that Client is not and is not acting on behalf of (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a "plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), to which Section 4975 of the Code applies, (iii) an entity whose underlying assets include "plan assets" subject to Title I of ERISA or Section 4975 of the Code by reason of Section 3(42) of ERISA, U.S. Department of Labor Regulation 29 CFR Section 2510.3-101 or otherwise, or (iv) a "governmental plan" (as defined in ERISA or the Code) or another type of plan (or an entity whose assets are considered to include the assets of any such governmental or other plan) that is subject to any law, rule or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the Code ("Similar Law"). Client [and Investment Manager[2]] will provide written notice to Custodian if it is aware that it is in breach of this representation and warranty or is aware that with the passing of time, giving of notice or expiry of any applicable grace period it will be in breach of this representation and warranty.

| Check box if Section 1 applies: ☐ |
|---|

**Section 2: Plan Assets**

1) Client and Investment Manager, in its capacity as agent for Client and in its individual corporate capacity, represent and warrant at the date of this Agreement and at all times until the termination of this Agreement that:

    a. Client's assets constitute (1) "plan assets" subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") by reason of Section 3(42) of ERISA, U.S. Department of Labor Regulation 29 CFR Section 2510.3-101 or otherwise or (2) "plan assets" of an employee benefit plan or other arrangement for purposes of another law, rule or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the Code ("Similar Law"), but Client is not and is not acting on behalf of (1) an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Subtitle B of Title I of ERISA, (2) a "plan" within the meaning of Section 4975(e)(1) of the Code to which Section 4975 of the Code applies or (3) a "governmental plan" (as defined in ERISA or the Code) or another type of plan that is subject to any Similar Law;

[1] If the Client is not an investment fund, please delete.

[2] If the Client is not an investment fund, please delete.

b. Investment Manager is an "investment manager" (as defined in Section 3(38) of ERISA) with respect to each investor in Client subject to ERISA and a fiduciary with respect to each investor in Client subject to Section 406 of ERISA, Section 4975 of the Code and/or any Similar Law and has full power and authority on behalf of Client to execute and deliver this Agreement, to enter into each transaction contemplated by this Agreement and cause Client to perform all of its obligations under this Agreement and each such transaction;

c. In connection with the negotiation, execution and delivery of this Agreement and each transaction contemplated by this Agreement, Investment Manager is a "qualified professional asset manager" or "QPAM" within the meaning of Part VI of the U.S. Department of Labor Prohibited Transaction Class Exemption 84-14, as amended (the "QPAM Exemption") and in such capacity has negotiated and approved this Agreement and each transaction contemplated by this Agreement;

d. The entering into and performance of this Agreement and each transaction contemplated by this Agreement, regardless of when entered into, do not and will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code due to the application of the QPAM Exemption or another exemption identified and described to Custodian by Client or Investment Manager before Client or Investment Manager relies on such exemption for purposes of this provision;

e. (1) Neither Custodian nor any other BofA Entity is acting as a fiduciary in respect of Client (including in connection with the exercise of its rights under this Agreement) or has any responsibility under the standards governing the conduct of fiduciaries, investment advisers or investment managers; (2) Investment Manager is (i) an entity specified in Section 29 CFR 2510.3-21(c)(1)(i)(A)-(E) and independent within the meaning of 29 CFR 2510.3-21(c)(1), (ii) capable of evaluating investment risks independently (both in general and with regard to particular transactions and investment strategies), and (iii) a fiduciary under ERISA or Section 4975 of the Code, or both, with respect to this Agreement and each transaction contemplated by this Agreement and is responsible for exercising independent judgment in evaluating this Agreement and each transaction contemplated by this Agreement; and (3) Client and the Investment Manager acknowledge and agree that (i) neither Custodian nor any other BofA Entity is undertaking to provide impartial investment advice, or give advice in a fiduciary capacity, in connection with this Agreement or any transaction contemplated by this Agreement and (ii) neither Custodian nor any other BofA Entity is receiving a fee or other compensation directly from Client or Investment Manager, or , with respect to Client (or any plan or IRA (as defined 29 CFR 2510.3-2) invested in Client), any other plan fiduciary, plan participant or beneficiary, IRA or IRA owner, for the provision of investment advice (as opposed to other services) in connection with this Agreement or any transaction contemplated by this Agreement;

f. this Agreement and each transaction contemplated by this Agreement will not result in a violation of any applicable Similar Law; and

g. As of the date of each transaction that Investment Manager directs on behalf of Client, and at all times until the termination of this Agreement, Client and the Investment Manager will be in full compliance with Client's constituent documents, and the transactions the Investment Manager directs on behalf of Client are and will be authorized transactions.

2) Custodian and the other relevant BofA Entities hereby inform the Investment Manager and Client (each of whom acknowledge and agree) that (i) neither Custodian nor any other BofA Entity is undertaking to provide impartial advice or give advice in a fiduciary capacity for purposes of ERISA, Section 4975 of the Code or otherwise with respect to this Agreement or any transaction contemplated by this Agreement and (ii) the Custodian and the other relevant BofA Entities have a financial interest in this Agreement and/or each transaction contemplated by this Agreement and that for information regarding the nature of the financial interest(s), the Investment Manager and Client should consult this Agreement, any applicable fee schedule, any other related transaction agreement or documentation, confirmation and/or disclosure.

3) Client and Investment Manager, as agent for Client and in its individual corporate capacity, each represents that Section 404(b) of ERISA shall be satisfied with respect to Client's assets held with Custodian or any other BofA Entity, and Client and Investment Manager acknowledge and agree that Custodian and other BofA Entities shall have no responsibility for compliance with Section 404(b) of ERISA.

4) Client and Investment Manager agree and acknowledge that neither Custodian nor any other BofA Entity is responsible for Client's or Investment Manager's compliance with ERISA, the Code or any Similar Law including, without limitation, any reporting, filing or disclosure obligations that may be applicable with respect to the Client.

5) Client and Investment Manager acknowledge that the Custodian and any relevant BofAML Entity is entering into this Agreement and each transaction based on the representations, warranties, covenants and agreements in this ERISA Annex.

6) Neither Client nor Investment Manager will take any action during the term of this Agreement that would render any of the representations, warranties, covenants or agreements in this ERISA Annex untrue, incorrect or incomplete, and each of Client and Investment Manager will immediately give written notice to Custodian if either Client or Investment Manager is in breach of or that, with the passing of time, giving of notice or expiry of any applicable grace period, either Client or Investment Manager will be in breach of, any aspect of any of such representations, warranties, covenants or agreements or that any of such representations, warranties, covenants or agreements are or will be untrue.

7) Client and Investment Manager jointly and severally agree to indemnify and hold harmless the Indemnified Parties (as defined below) from and against any cost, damage or loss (including without limitation any excise taxes, fines, penalties, interest, profits disgorged, restitution, and any related attorneys fees and expenses) incurred by the Indemnified Parties as a result of any of the representations, warranties, covenants or agreements in this ERISA Annex being or becoming untrue or any breach of ERISA, Section 4975 of the Code or Similar Law caused by Client or Investment Manager which exposes the Indemnified Parties to any cost, damage or loss (including without limitation any excise taxes, fines, penalties, interest, profits disgorged, restitution, and any related attorneys fees and expenses).

| Check box if Section 2 applies: | ☐ |
|---|---|

## Exhibit I
## Joinder and Consent
(No action necessary, for your information and future use)

The undersigned, **[•]**, a **[•]** [corporation/limited liability company/partnership/limited partnership] (the "Affiliate") hereby agrees that by execution and delivery of this Joinder and Consent, it becomes a party to the Agreement and, upon delivery of a duly executed copy of this Joinder and Consent, is hereafter referred to as the "Client" for all purposes thereunder. From and after the date hereof, the Affiliate shall be bound by all the covenants and obligations affecting the parties to the Agreement and will observe and perform the same, to the same extent as if the Affiliate were an original party to the Agreement, subject to Section 21 thereof. By its execution and delivery hereof, the Affiliate confirms that the representations and warranties of Client set forth in the Agreement are true and correct on and as of the date hereof as to the Affiliate, and that the execution, delivery and performance of this Joinder and Consent and, by extension, the Agreement in accordance with their respective terms do not and will not, by the passage of time, the giving of notice or otherwise, conflict with, result in a breach of or constitute a default under the [Certificate of Formation/Incorporation or the Bylaws/Operating Agreement] of the Affiliate.

Client hereby consents to the joinder of the Affiliate as a party to the Agreement as an additional Client.

IN WITNESS WHEREOF, Affiliate and Client have caused this Joinder and Consent to be executed and delivered by its duly authorized [officer/manager], as of this **[•]** day of **[•]**, 20**[•]**.

Affiliate:

**[AFFILIATE]**

By: _____
Name: _____
Title: _____

Custodian:

**BANK OF AMERICA, NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

**[CLIENT]**

By: _____
Name: _____
Title: _____][3]

[3] If not required, please delete.

**Exhibit J**

**Additional Accounts**

Accounts

- 
- 
- 
- 

**Authorized and Approved By:** _____

_____
Title

_____
Date