State of California

MASTER AGREEMENT

Contract Number	AM. NO.
MA-200307	3
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	
94-1687665	

THIS THIRD AMENDMENT TO THE MASTER AGREEMENT, made and entered into this 24th day of August, 2009, ("Effective Date") in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	
Business Services Manager	Judicial Council of California, Administrative Office of the Courts	, hereafter called the State or AOC, and
CONTRACTOR'S NAME		
Bank of America, N.A.		, hereafter called the Contractor or Bank.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

PURSUANT TO THIS AMENDMENT NO. 3 TO MASTER AGREEMENT NO. MA-200307 BETWEEN THE AOC AND THE BANK, THE AGREEMENT FOR GOVERNMENT BANKING SERVICES (TOGETHER THE "MASTER AGREEMENT") IS AMENDED AS FOLLOWS:

1. Paragraph 1.5, Investment Services, of the Agreements terms and conditions is hereby deleted in its entirety and replaced with the attached revised Paragraph 1.5, Investment Services, incorporated herewith.
2. Exhibit F, Customer Agreement for Commercial Automated Investment Account, is hereby amended to rename the previous Exhibit F to Exhibit F(a); and to add new Exhibit F(b), Bank of America Investment Account Customer 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.

IN WITNESS WHEREOF, this Amendment to the Master Agreement, together with the attached Exhibits and Appendices, has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Judicial Council of California, Administrative Office of the Courts	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.): Bank of America, N.A.
BY (AUTHORIZED SIGNATURE) ▷ [signature]	BY (AUTHORIZED SIGNATURE) ▷ [signature]
PRINTED NAME OF PERSON SIGNING: Grant Walker	PRINTED NAME AND TITLE OF PERSON SIGNING: James Hackett SVP
TITLE: Senior Manager, Business Services	ADDRESS: Attn: James Hackett CA3-117-15-01 555 Capitol Mall, Sacramento, CA 95814

AMOUNT ENCUMBERED BY THIS DOCUMENT: Not Applicable	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: Not Applicable	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE: Not Applicable	ITEM	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.		B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER ▷ Not Applicable			DATE	

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

Department of General Services Use Only

EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.

Amendment 3 to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

Amendment 3 to the Agreement for Government Banking Services
Between
Bank of America, N.A.
And
The Judicial Council of California,
Administrative Office of the Courts ("AOC")

This Amendment 3 to the Agreement for Government Banking Services, MA-200307 ("Master Agreement"), between the Judicial Council of California, Administrative Office of the Courts, a state governmental entity ("AOC"), and Bank of America, N.A., a national banking association ("Bank of America") amends Exhibit F of the Master Agreement, with the attached Exhibit F(a) ("Customer Agreement for Commercial Automated Investment Account") and Exhibit F(b) ("Bank of America Investment Account Customer Agreement"). The words and phrases not otherwise defined herein will have the same meanings ascribed to them in the Master Agreement.

RECITALS AND ADDITIONAL AGREEMENTS

A. Bank of America and AOC are parties to an Agreement for Government Services dated January 1, 2004 ("Government Banking Services Agreement" or "Master Agreement").

B. Among the services Bank of America will provide to AOC pursuant to the Government Services Agreement are the investment services more fully described and governed by Exhibit F(a) and F(b).

The parties hereby agree to amend the Master Agreement as follows:

1. Revise the language of paragraph 1.5, Investment Services, of the Master Agreement;

2. Delete Exhibit F in its entirety and replace it with the attached Exhibit F(a); and

3. Incorporate the attached Exhibit F(b), Bank of America Investment Account Customer Agreement, into the Master Agreement.

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 AOC 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 Investment Account Customer Agreement,* as described in Exhibits F*(a) and F(b), respectively*. The AOC shall complete and sign forms substantially similar to *(1) Columbia Funds* Investment Selection Form, *or (2) Investment Account Application Capital Shares, as set forth* in Exhibits F*(a) and F(b), respectively,* for each participating Superior Court. 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) Customer Agreement for Bank of America Investment Account."*

END OF LIST

EXHIBIT F(a)

CUSTOMER AGREEMENT FOR COMMERCIAL AUTOMATED INVESTMENT ACCOUNT

BANK OF AMERICA, N.A.

The AOC and Bank of America, N.A. ("Bank of America") hereby agree to establish one or more Commercial Automated Investment Accounts (each, an "Investment Account") for the AOC, for the benefit of the Superior Courts of California ("Superior Courts"), upon the following terms:

1. The Customer Agreement. This Customer Agreement for Commercial Automated Investment Account, together with each Investment Selection Form for the investment options selected by the AOC (each, an "Investment Option"), comprises the "Agreement".

2. Checking Account. For each account which the AOC maintains in its name with Bank of America and identifies on an Investment Selection Form (a "Checking Account"), Bank of America will establish in the AOC's name a commercial automated investment account ("Investment Account"). For the investment described in a given Investment Selection Form (the "Investment "), the AOC may maintain more than one Checking Account for the benefit of each Superior Court. Each Checking Account is governed by the terms and conditions set forth in the Bank of America Deposit Agreement and Disclosures, attached as Exhibit D to the Master Agreement.

3. Investment of Excess Funds. Beginning a reasonable time after the date Bank of America receives an Investment Selection Form, properly executed by the AOC, amounts from each designated Checking Account will be transferred to and from its specified Investment in accordance with the following procedures:

a. At the end of each banking day, upon the completion of the process of posting, Bank of America will determine the amount by which the collected balance in each Checking Account exceeds its respective target collected balance ("Target Balance") established jointly by Bank of America and the AOC. The initial Target Balance for each Checking Account is set forth in its respective Investment Selection Form(s). The amount by which the collected balance in the Checking Account at the end of each banking day exceeds the Target Balance for such Checking Account (as adjusted from time to time) is hereinafter called the "Excess Funds Amount". Subject to the terms in subparagraph b for Money Market (Adviser Class) Funds, the Excess Funds Amount will be applied to the Investment.

b. Money Market (Adviser Class) Funds have cut-off times for the placement of purchase and redemption orders that are earlier than Bank of America's close of business. In order to provide same-day investment of your excess funds in such an Investment Option, Bank of America must place, on behalf of all customers investing in a particular Investment Option through their respective investment accounts and on behalf of itself, an aggregate net purchase or redemption order for Fund shares before the close of Bank of America's business day. Bank of America then will allocate the individual purchase and redemption amounts of each such customer as of the close of business, when the final collected Checking Account balances of each customer are determined for that business day.

Accordingly, for the AOC and all other customers investing in a Money Market (Adviser Class) Fund through an investment account, Bank of America will set a daily cut-off time at which time it will estimate, in good faith, the amount by which, for each banking day, the anticipated collected balance in each designated Checking Account as of the completion of the process of posting at the end of the banking day (the "Anticipated Collected Balance") will exceed or fall below its respective Target Balance.

If the Anticipated Collected Balance exceeds the Target Balance, Bank of America will add the amount of the excess to its net purchase (or deduct it from its net redemption) for that banking day. If the Anticipated Collected Balance for any designated Checking Account is less than the Target Balance, Bank of America will deduct the amount of the difference, up to the amount of each Checking Account's then current Money Market (Adviser Class) Fund balance, from its net purchase (or add it to its net redemption) for that banking day. Bank of America will, in good faith, also include in its daily net transaction for each Money Market (Adviser Class) Fund an additional amount which will serve as a reserve against underestimation of the aggregate of Anticipated Collected Balances from all customers investing in such Fund through investment accounts (the "Residual Amount"). Individual customer purchase and redemption amounts are then allocated by Bank of America after the close of each banking day in accordance with the following procedures.

Following the close of each banking day, Bank of America will determine the amount by which the actual collected balance in a Checking Account is greater or less than its respective Target Balance. The amount by which the business day-end collected Checking Account balance exceeds the Target Balance will be treated as the Money Market (Adviser Class) Fund or Fed Fund purchase for the respective Checking Account for that day (the "Excess Funds Amount") and will be added to the Investment balance for such Checking Account. If the business day-end collected Checking Account balance is less than its respective Target Balance, the amount of the difference, up to the available Fund balance, will be treated as the Fund redemption for the respective Checking Account for that day and will be subtracted from the Investment balance.

c. In the event that Bank of America's aggregate purchase of Fund shares, including the Residual Amount and net of any redemptions, is insufficient to cover the aggregate of the Excess Funds Amounts for all customers investing in such Investment Option on such banking day, the amount of the difference will be proportionately allocated among customers by Bank of America as reductions in the amount of each customer's purchase order that banking day. (If the AOC has multiple Investments in such Investment Option, such allocation will then be allocated pro rata among its related Investment Accounts.) Any such deducted amount will not be invested in the Investment Option or earn dividends or interest that banking day. In the event that the respective Residual Amount exceeds the amount necessary to cover all customer purchases of Money Market (Adviser Class) Funds on any banking day, Bank of America will hold the remainder amount.

d. The AOC understands and agrees that a Target Balance may be adjusted from time to time with the mutual consent of the AOC and Bank of America.

e. The AOC may elect to have the Excess Funds Amount for any given Checking Account split between investments in a Fed Funds Investment and an Investment Option under a separate Customer Agreement for Commercial Automated Investment Account with Bank of America covering Money Market (Market Class) Funds, Repurchase Agreements and Eurodollar Deposits ("Separate Agreement"). The AOC must designate such Checking Account or group of Checking Accounts on the Investment Selection Forms for both Investment Options and must complete a Secondary Investment Addendum to the Separate Agreement indicating the primary and secondary Investment Options. In the Form for the primary

Investment Option, the designation must indicate that the Excess Funds Amount will first be invested in such Option but only up to a specified maximum amount. The amount of the Excess Funds Amount exceeding each specified maximum will be invested in the designated secondary Investment Option.

Such a split investment will constitute two separate Investments, each with its separate investment confirmation. Investment of the Excess Funds Amount for a given Checking Account may not be split more than two ways.

f. The AOC authorizes Bank of America to purchase and liquidate or redeem an Investment as provided in its respective Investment Selection Form and this Agreement and transfer the proceeds of any whole or partial liquidation or redemption of such Investment to its respective Checking Account.

4. Amendment Upon Notice. Bank of America has the right to amend this Agreement at any time, provided that any such amendment will take effect on the 30th day following the receipt by the AOC of a notice of the terms of such amendment.

5. Assignment. This Agreement may not be pledged, transferred or assigned by the AOC, but may be assigned by Bank of America with 30 days prior notice to the AOC.

6. Best Efforts to Invest and Liquidate. Bank of America will have no liability to the AOC for lost income or otherwise if Bank of America is unable in its best efforts, to invest the Excess Funds Amount, to liquidate or redeem an Investment pursuant to this Agreement, or because of the unavailability of any Investment. For Money Market (Adviser Class) Fund Investments, Bank of America will utilize such methodologies as it may deem necessary or appropriate in good faith from time to time to estimate the amount of Anticipated Collected Balances. However, Bank of America shall have no liability for any under-investment of AOC funds resulting from its commercially reasonable estimation of Anticipated Collected Balances.

7. Service Fee. The AOC agrees to pay Bank of America a monthly fee as specified in Exhibit H.

8. Termination. Either the AOC or Bank of America may terminate this Agreement. Termination by the Customer shall be effective two business days after written notice of termination is received by Bank of America. Termination by Bank of America shall be effective thirty (30) business days after the AOC's receipt of written notice, which is hand-delivered, mailed registered or certified mail, or sent by special courier, postage prepaid, to the AOC's address contained in the Master Agreement.

9. Authority. The AOC represents and warrants to Bank of America that all necessary corporate or other action required to authorize the AOC to enter into this Agreement has been taken, that the individual executing the Master Agreement (and thereby affirming this Agreement) has full authority to execute the Master Agreement on behalf of the AOC, for the benefit of the Superior Courts of California, and that the execution and performance of the Master Agreement (and this Agreement) does not contravene a Judicial Council Rule of Court, partnership agreement, or any agreement to which the AOC is a party or by which it is bound. Bank of America represents and warrants to the AOC that necessary corporate or other action has been taken to authorize the Master Agreement, the undersigned individual has full authority to execute the Master Agreement (and thereby affirm this Agreement) on Bank of America's behalf, and the Master Agreement (and this Agreement) does not contravene its charter or by-laws.

10. The AOC acknowledges that the AOC is not relying on any communications (written or oral) by Bank of America or any of Bank of America's officers, employees or agents as investment advice or as a

recommendation to enter into an Investment, it being understood that information and explanations related to the terms and conditions of any Investment shall not be considered investment advice or a recommendation to purchase such Investment. No communication (written or oral) received from Bank of America shall be deemed to be an assurance or guarantee as to the expected results of the Investment.

11. The funds that are invested in an Investment are not a deposit and are not insured by the Federal Deposit Insurance Corporation. The Investment is subject to investment risk, including possible loss of the principal amount invested.

12. Liability. Bank of America shall not be liable for any failure to perform or delay in the performance of the services provided for under this Agreement due to any causes beyond its control, including, but not limited to, riots, fires, floods, acts of God or public enemies, degradation or interruption of telephone or other communication service, utility power outages or surges, or unusually severe weather conditions; provided, however, that Bank of America shall take reasonable steps to maintain an effective business continuity program and to protect against and mitigate the effects of any such failure or delay. The AOC agrees that Bank of America shall not be liable on account of any action, omission or information in connection with any Investment, except for Bank of America's negligence or willful misconduct.

13. Monthly Investment Account Statement. Bank of America will furnish to the AOC monthly statements of each Investment Account. The AOC agrees that the form and timing of the periodic statements are acceptable to the AOC as confirmation of the Investments. The AOC understands that, under applicable law, if the AOC retains investment discretion, the AOC is entitled to receive, at no extra cost, a written notification at or before completion of each Money Market (Adviser Class) Fund Investment transaction which lists Bank of America's remuneration for such transaction or, if Bank uses a registered broker-dealer's confirmation, a copy of such confirmation within one business day from Bank's receipt thereof. The AOC agrees to waive this right.

14. Miscellaneous. Subject to the Master Agreement, the terms and conditions of this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. This Agreement will be governed by and interpreted, construed and enforced under the laws of the State of California with respect to such Investment.

Exhibit F to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

BANK OF AMERICA, N.A.

Columbia Funds
Investment Selection Form

The Administrative Office of the Courts (AOC), for the benefit of the Superior Court of _____ County, authorizes the following:

Checking Account(s) Number(s) _____ **Initial Target Balance $**_____

_____

_____

The Investment selected by the AOC for the above Checking Account(s) is (check one, only):

- ☐ **Columbia Cash Reserves Fund – Adviser Class Shares**
- ☐ **Columbia Treasury Reserves Fund – Adviser Class Shares**
- ☐ ***Columbia Government Reserves Fund – Advisor Class Shares***

Columbia Funds:

- **are NOT insured or guaranteed by the U.S. government, the FDIC, or any other government agency;**
- **are NOT deposits or other obligations of Bank of America;**
- **are NOT issued, endorsed or guaranteed by Bank of America; and**
- **involve investment risk, including the possible loss of principal.**

The AOC, for the benefit of the Superior Courts, should review the prospectus for any Money Market Fund carefully before investing through the Investment Account.

1. This Investment Selection Form contains terms and conditions which relate to the purchase by the AOC, under the Customer Agreement for Commercial Automated Investment Account, Exhibit F to the Master Agreement, including its Exhibits and Appendices (Contract No. MA200307 between the AOC and Bank of America, N.A.), of the Investment. The Investment is shares of the mutual fund portfolio referenced above ("Money Market Fund"). A separate Investment Selection Form must be completed for each Money Market Fund in which the AOC wishes to make an Investment. The terms and conditions contained in this Investment Selection Form are part of Exhibit F to the Master Agreement, and capitalized terms used herein and not otherwise defined have the meanings ascribed to them in Exhibit F and the Master Agreement.

2. The Investment is more fully described in its Prospectus delivered to the AOC by Bank of America. By signing the Master Agreement, the AOC acknowledges that the AOC has received and reviewed the Prospectus. The AOC acknowledges that the Investment has been made after review of the Prospectus. The AOC acknowledges that Bank of America is entitled to a fee, paid by the Money Market Fund, not to exceed .25% of the daily net asset value of the shares, for providing certain distribution and shareholder support services. The AOC also acknowledges and understands that BACAP Distributors, LLC and Banc of America Capital Management, LLC are the distributor and investment adviser to Columbia Funds, respectively. They and other affiliates of Bank of America provide services to Columbia Funds and receive fees for such services. BACAP Distributors, LLC, member NASD, SIPC. Expenses of the Money Market Fund are disclosed in the Prospectus and may change from time to time.

3. The AOC authorizes Bank of America to purchase and redeem shares of the Money Market Fund in accordance with the Customer Agreement for Commercial Automated Investment Account, Exhibit F to the Master Agreement. The redemption proceeds shall be transferred to the listed Checking Accounts. The Investment will be made in the name of Bank of America which acts hereunder as agent for the AOC. The AOC understands that the Investment may only be accessed through the AOC's respective Checking Account.

4. In connection with shareholder services, Bank of America will send to the AOC all Money Market Fund proxy solicitation material and proxies. The AOC understands that the AOC is expected to vote them in such manner as the AOC considers desirable and then return them in accordance with the instructions received. The AOC understands that, if the AOC's written proxy instructions have not been received by Bank of America by the fifth business day prior to the meeting at which the proxy is to be voted, Bank of America is authorized pursuant to applicable agreements with the Money Market Fund to vote the AOC's outstanding shares in the same proportion as the proxies received from the other customers. The AOC relieves Bank of America of liability if proxies inadvertently do not reach the AOC.

5. Earnings and distributions on the Investment will be credited to the Checking Account on the first banking day of the month following the month in which the Investment is made.

6. The AOC shall reimburse Bank of America in accordance with Exhibit H to the Master Agreement for any items paid by Bank of America in excess of collected funds on deposit in the Checking Account. The AOC agrees that Bank of America shall have the right, without prior notice to the AOC, to set off any funds received from the Investment Fund for a particular Superior Court against indebtedness owed by the AOC on behalf of that Superior Court to Bank of America. If items drawn on the Checking Account are dishonored by Bank of America because of insufficient collected funds deposited in the Checking Account or available for credit to the Checking Account pursuant to the terms hereof, the AOC, for the benefit of the related Superior Court, shall be fully responsible therefor.

7. Bank of America reserves the right, upon ten (10) days advance written notice to the AOC, to add or eliminate mutual funds as options for investment through the Investment Account. Bank of America may treat the AOC's failure to respond to such notice as consent to the redemption of the existing investment and to the purchase of shares of the substitute mutual fund with the proceeds of that redemption and with all future money deposited to the respective Checking Account in excess of the Target Balance, provided that the substitute mutual fund is a money market fund and has similar investment philosophy and portfolio to the Investment. Any new mutual funds available through the Investment Account will be considered "Money Market Funds" for all purposes in the Agreement.

8. The AOC understands that the Money Market Fund seeks to maintain a stable net asset value of $1.00 per share; however, there can be no assurance that it will meet this objective. The yield for money market mutual funds varies with market conditions.

IMPORTANT NOTICE

Each Checking Account statement for the AOC may show daily transfers to and from the Investment Account that reflect the value of a complete redemption of the Money Market Fund shares and a day-end purchase of Money Market Fund shares. This is intended only to reflect the availability of funds from the AOC's investment in Money Market Funds, and is not intended to represent actual transfers. Only the net amount of these two transactions is actually transferred to or from each Checking Account at the end of the day, and only that net amount increases or decreases the amount of the Checking Account balance. The AOC should consult the Investment Account statement for the actual amount of purchases and redemptions of Money Market Fund shares. If Bank of America is unable for any reason to fully invest funds transferred from a Checking Account on any day, the amount of the purchase of Money Market Fund shares shown on the AOC's Investment Account statement may be less than the net transfer from the Checking Account on the Checking Account statement. Any such difference will be held in a Bank of America suspense account in trust for the AOC or returned to the applicable Checking Account. The AOC may contact its Treasury Management Officer with any questions regarding transaction reporting.

The AOC hereby authorizes Bank of America to invest the funds held for the benefit of the stated Superior Court in the above-listed Checking Account(s) in accordance with the Master Agreement and this Investment Selection Form.

Judicial Council of California, Administrative Office of the Courts

Date: _____

By: _____
(Signature

Name: _____
(Print or Type)

Title: _____
(Print or Type)

EXHIBIT F(b)

INVESTMENT ACCOUNT APPLICATION
CAPITAL SHARES

1. FUND SELECTION – CAPITAL SHARES OF: Initial Purchase Amount _____

☐ Columbia Cash Reserves ☐ Columbia Money Market Reserves ☐ Columbia Treasury Reserves ☐ Columbia Government Plus Reserves
☐ Columbia Government Reserves ☐ Columbia Municipal Reserves ☐ Columbia California Tax-Exempt Reserves

2. ACCOUNT REGISTRATION

Name of Organization **Judicial Council of CA, AOC Superior Courts of California (multiple accounts - see Addendum A)** Org. Tax ID # _____
Section 8, Organization Authorization, **Must Be Completed** If unavailable, provide copy of passport or other government-issued identification bearing a photograph

3. MAILING ADDRESS (***P.O. Box is not acceptable.***)

_____ _____ _____ _____
Permanent Street Address City State Zip

Phone: (____) _____ Fax: (____) _____ **E-MAIL:** _____

4. DESIGNATED SIGNERS ***(Please read Statement Regarding Designated Signers on page 2.)***
The following named persons are currently officers, trustees, general partners or other authorized signatories of the Applicant.

Name of Authorized Person	Title	Signature (Must be included)

5. TAX STATUS CERTIFICATION ***REQUIRED! Check all applicable boxes in sections A, B and C and D.***

A. Customer is a citizen/entity of:
☐ U.S.
☐ _____

B. In addition, my country of residence for tax purposes is:
☐ U. S. ☐ _____

C. ☐ Customer certifies under penalties of perjury that the Taxpayer Identification Number in Section 2 above is the Customer's correct number.

D. Customer certifies under penalties of perjury that it is not subject to backup withholding because:
☐ The IRS has never notified Customer that it is subject to backup withholding.
☐ The IRS has notified Customer that it is no longer subject to backup withholding.
☐ Customer is exempt from backup withholding..

6. TRANSACTION ACCOUNT AND DIVIDEND PAYMENT OPTION
Link my Bank of America checking account number **See Addendum A** ☐ Reinvest my dividends ☐ Pay my dividends in cash to my checking account
(CHOOSE ONE)

7. CUSTOMER ACCEPTANCE
By completing and signing this Application and authorizing Bank of America to make an initial purchase of fund shares:

- I hereby apply for a Capital Shares account on the terms and conditions of the Bank of America Investment Account Customer Agreement;
- I understand that Bank of America and certain affiliates may provide services to and receives fees from Columbia Funds. See also page 3, item 1.
- I acknowledge that I have not relied on any investment advice from Bank of America in deciding to invest in Capital Shares;
- I acknowledge that I have received a prospectus for the Fund selected;
- I authorize Bank of America to use the Transaction Account designated above for purchases and redemptions of Fund shares;
- I agree that this Application and Customer Agreement apply to any Fund into which I exchange.
- **I understand that this agreement contains an agreement to arbitrate disputes in paragraphs 24 and 25 of page 4 of this application;**
- **I understand that the product or products I am purchasing or may purchase are not bank deposits or obligations of, or guaranteed by, Bank of America N.A. or any of its affiliates and are not insured or guaranteed by any agency or instrumentality of the United States such as the Federal Deposit Insurance Corporation (FDIC) and that investments in mutual funds involve investment risk, including the possible loss of principal.**

The Internal Revenue service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

_____ _____ _____ _____
Individual, Corporate Officer, Partner or Trustee Date Joint Owner Date

Bank Use Only _____ _____ _____ _____
Opened By | Officer ID | Unit | Mail Code

Shareholder Services _____ _____ _____ _____
Fund & Account | GCI | NSCC Social Cd | ICI Social Cd

_____ _____
Deposit Transit Routing | Broker-Dealer-Rep Code

send original application to:

Bank of America, CA4-520-MZ-21
Mutual Funds Services
P.O. Box 37000
San Francisco, CA 94137-9935

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INVESTMENT ACCOUNT APPLICATION

8. CERTIFICATION OF AUTHORITY
Authority to sign Investment Account Applications on behalf of the AOC and the Superior Courts of California is as set forth on the Treasury Services Delegation of Authority Form pursuant to Exhibit B of the Master Agreement.

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STATEMENT REGARDING DESIGNATED SIGNERS LISTED IN SECTION 4

Any of the Authorized Persons listed in Section 4 of this application is currently authorized under the applicable governing document to apply for an Investment Account (the "Account") for the Fund specified on this application. The Authorized Person is authorized to appoint Bank of America as agent of the Applicant, instruct Bank of America as agent to purchase, exchange, redeem and otherwise deal in shares of the Fund, to operate the Account for the Applicant on the terms and conditions of the Investment Account Customer Agreement, and to execute and deliver any instrument necessary to effectuate the authority hereby conferred.

Bank of America may, without inquiry, act upon the instruction of any person purporting to be the Authorized Person named in the certification form last received by Bank of America. Bank of America shall not be liable for any claims, expenses (including counsel fees) or losses resulting from Bank of America having acted upon any instruction reasonably believed to be genuine.

Bank of America Investment Account Customer Agreement

CAPITAL SHARES

1. Introduction
This Agreement contains the terms governing the Investment Account (the "Account") that I am opening with you to facilitate my investment in the Capital Shares of the Columbia Cash Reserves, Columbia Money Market Reserves, Columbia Treasury Reserves, Columbia Government Reserves, Columbia Government Plus Reserves, Columbia Municipal Reserves, or Columbia California Tax-Exempt Reserves money market mutual funds (referred to individually as a "Fund" and collectively as the "Funds"), which are available through Bank of America ("BofA") as Shareholder Servicing Agent. I understand that my application to open an Account is considered a part of this agreement and that, by signing the application, I am agreeing to the terms of this Agreement and to the terms governing any additional Account Services that I elected on my application or request in the future.

The Account is a custodial account that you maintain on my behalf as a Shareholder Servicing Agent for each Fund to enable me to invest in one or more of the Funds. Through the Account, I can purchase and redeem shares in one or more of the Funds, receive dividends and other distributions on my Fund investments, exchange shares in one Fund for shares in other Funds, and obtain information, including periodic Account statements, about the number and net asset value of my Fund shares and about my transactions in the Fund.

Although you make the Funds available through the Account as Shareholder Servicing Agent, Columbia Management Distributors, Inc., and Columbia Management Advisors, LLC are the Distributor and Investment Adviser to Columbia Funds, respectively.

I understand that you and your affiliates receive fees from the Funds for performing services such as shareholder servicing, administrative services, investment advisor services and distribution.

The investment policies, fees and expenses, and role of the shareholder servicing agent for each fund are explained in a prospectus, which is available from you without charge. I recognize that I should review carefully the provisions of the current prospectus relating to each Fund in which I am considering an investment before I instruct you to purchase shares in that Fund for me.

2. Appointment of Agent
I appoint you as my Shareholder Servicing Agent in all transactions on my behalf with the Fund, including purchases and redemptions. As my Shareholder Servicing Agent, you may establish minimums, limitations, restrictions, and charges for the Account different from those that apply to Fund investors through other Shareholder Servicing Agents.

3. Transaction Account
I understand that this Account is available to customers of Bank of America. To keep my status as a customer, I agree to maintain, in addition to this Account, one of the Bank of America transaction Accounts permitted by you and specified by me in my Account Application for use in connection with purchases and redemptions of Fund shares. Such an account will be referred to as the "Transaction Account". I understand that, for my protection, the registration of the Transaction Account and this Account must be the same.

4. No Guarantees of Insurance or Advice
I understand that you do not warrant the safety of investments in the Fund or guarantee its performance and that investments in Fund shares are not insured by the Federal Deposit Insurance Corporation or any other governmental entity. I understand that I must make my own investment decisions about investing in the Fund. I acknowledge that Bank of America did not provide me with investment advice and did not make recommendations about investing in the Fund. I assume all risk of loss resulting from any decision that I make to purchase, exchange or sell shares of any Fund.

5. Initial Purchase of Shares
I have instructed you to make my initial purchase of Fund shares by debiting my Transaction Account in an amount specified by me. My Fund shares will be maintained in book entry form, and no certificates representing my shares will be issued to me. I understand that you will customarily transmit my initial purchase order within one full business day following its receipt at the Shareholder Servicing Center and I will become a Fund shareholder on that day. However, if I have not made collected funds available to you for my initial purchase, you may delay transmitting my order to the Fund until you have received collected funds.

6. Additional Purchase of Shares
I may also instruct you to purchase additional shares for me from time to time in writing or by telephone. The amount of additional share purchases shall be subject to the minimum amount set by you. The same terms that apply to initial share purchases (as explained in Paragraph 5) also apply to additional share purchases.

7. Dividends, Interest and Distributions
I understand that I will be entitled to any dividends, interest and distributions of capital gains paid by the Fund if I am a Fund shareholder on the record date as set by the Fund for that payment. Fund dividends or interest are paid monthly although accrued daily; such dividends or interest will be reinvested in Fund shares unless direction is given in Section 6 on Page 1 to pay them in cash. Dividends or interest will be posted when received.

8. Redemption of Shares
I may instruct you from time to time to redeem some or all of my shares in the Fund. I understand that you will deposit the proceeds to my Transaction Account. I understand that you will normally automatically transmit my redemption order within one full business day after you receive it at your Service Center. I agree that you may delay the redemption of any Fund share until the funds I have given you to purchase it are collected.

9. Purchase, Exchange, and Redemption Procedures
I agree to follow the procedures you establish for purchase and redemption orders, including procedures for accepting my telephone instructions. To provide a record of instructions, you may, if you wish, record my telephone instructions to you. I agree to use the instruction forms you provide me for all my written purchase and redemption orders. You may delay transmitting any of my instructions until you have received them in proper form.

10. Verbal Instructions
I agree that you will not be liable for honoring any verbal instructions, including those by telephone, to purchase or redeem Fund shares which you receive from any person claiming to be me, provided you have followed your normal customer verification procedures. You will not be liable for any unauthorized redemptions provided you have disposed of the proceeds in a manner provided for redemptions in Paragraph 8.

11. Telephone Inquiries
You will provide a telephone number so that I can inquire about the status of my Account and my Transaction Account, including number of shares owned and Transaction Account balances. I agree that you may respond to such inquiries and furnish the requested information to any person claiming to be me, provided you have followed your normal customer verification procedures. I agree that you can record my conversations with you.

12. Monthly Statements
Transactions in the Fund shares will be reported on BofA's regular periodic statement. Such statement shall be conclusive if not objected to in writing within ten days of delivery of such statement to me. If I do not object within ten days of delivery of such statement, it will constitute a complete waiver by me of all claims that I may have with respect to such transactions or statement. I shall remain liable at all times, however, for the return to BofA of any dividends or interest erroneously distributed to me or deposited into the Transaction Account or another account of mine or securities erroneously distributed to me or deposited into my Investment Account or another account of mine. You may omit sending a statement to me for any month when my Account has had a zero balance and no activity.

13. Proxies
You will send to me all Fund proxy solicitation material and proxies. I understand that I am expected to vote them in such manner as I consider desirable and then return them in accordance with the instructions received. I understand that, if my written proxy instructions have not been received by you by the fifth business day prior to the meeting at which the proxy is to be voted, you are authorized pursuant to applicable agreements with the Fund to vote my outstanding shares in the same proportion as the proxies received from other Account customers. I relieve you of liability if proxies inadvertently do not reach me.

14. Account Closing
I understand that a redemption of all my Fund shares does not at that time automatically terminate this Agreement or close my Account. I may make an additional purchase during the following year and return my Account to active status. However, if I have not made an additional purchase for one year following full redemption, you may automatically close my Account and terminate this Agreement.

I may terminate this Agreement and close my Account at any time by giving you written notice.

You may, at your discretion, terminate this Agreement and close my Account at any time, effective upon sending notice to me.

If my Account is closed, you are authorized to redeem all of my Fund shares and handle the proceeds as provided for in Paragraph 8 of this Agreement. If my Account is closed, this Agreement will continue in effect until the proceeds of any redemption are processed in accordance with Paragraph 8 or until my Fund shares are accepted for custody by another Shareholder Servicing Agent.

15. Amendment
You may amend this Agreement at any time in any respect *provided that any such amendment will take effect on the 30th day following the receipt by me of the notice of the terms of such amendment.*

16. Customer's Representations and Warranties
I represent and warrant to Bank that (i) the Agreement constitutes its duly authorized, legal, valid, binding and enforceable obligation; (ii) the performance of my obligations and the consummation of the transactions contemplated under the Agreement will not (A) constitute or result in a breach of its governing documents or the provisions of any material contract to which it is a party or by which I am bound or (B) result in the violation of any law, regulation, judgment, decree or order applicable to me; (iii) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account; and (iv) all approvals and authorizations required

to permit the execution, delivery, performance and consummation by me of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow me to transfer funds and access information from such party's account.

17. Limitation of Liability

I understand that (a) Bank will not be liable for any Damages arising out of or relating to its performance under the Agreement other than those money Damages actually incurred by me which result directly from Bank's gross negligence or willful misconduct; (b) in no event will Bank be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits, or my tax penalties; (c) Bank will not be responsible for the acts or omissions of me or my officers, employees or agents (including but not limited to the amount, accuracy, timeliness of delivery or due authorization of any instructions from me) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any funds transfer system, and Federal Reserve Bank, any other financial institution or any Supplier, and no such person or entity will be deemed Bank's agent; and (d) Bank will not be liable for and will be excused from any failure or delay in performing its obligations under the Agreement if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or negligence or willful misconduct by me, or (ii) such failure or delay resulted from the Bank's reasonable belief that an action would have violated any law, guideline, rule or regulation of any governmental authority. No such failure or delay will constitute a breach of the Agreement. I agree that the Bank shall have no liability whatsoever to me by reason of this Agreement unless occasioned by the Bank's gross negligence or willful misconduct.

18. Protection From Third Parties

I hereby agree to indemnify Bank against and hold it harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including but not limited to reasonable attorney's fees, allocated costs of staff counsel, expenses of litigation and any fees and expenses incurred in enforcing this provision) arising out of or relating to disputes or legal actions by parties other than me and Bank concerning the Account. This section does not apply to any such liabilities, claims, costs, expenses or damages attributable to the gross negligence or intentional misconduct of Bank. My obligations under this Section 18 shall survive termination of the Agreement.

19. Assignments and Transfers

I agree not to assign, transfer, or pledge any right, title, or interest I have in this Agreement, in the Account, or in any of my Fund shares, to any other person without your prior written consent. You may disregard any attempted assignment, transfer, or pledge made without your consent.

20. Account Documentation

I understand that the Account will not be opened until all documentation required by you is received. You will notify me if my application is missing documentation.

You may also require signature guarantees for changes that I request to be made to your records with respect to my Account, including but not limited to changes in the Transaction Account specified in my latest application, or for any written requests by me for additional Account services made after I have submitted my initial Account application to you. You may refuse to accept or carry out any transaction that does not satisfy any restrictions then in effect. If BofA and I have entered into any security agreement granting BofA a security interest in the Account, then in the event of any conflict between the terms of this Agreement and the terms of such security agreement, the terms of such security agreement shall control.

21. Obligation of Others

My obligations under this Agreement will also be binding on my heirs, executors, and legal representatives.

22. Delay in Enforcement

You may delay enforcing any of your rights under this Agreement without losing them.

23. Governing Law

This Agreement is to be governed by the laws of the State of North Carolina.

24. ARBITRATION

[Intentionally Deleted]

25. ARBITRATION AGREEMENT

[Intentionally Deleted]

26. Provisional Remedies

I acknowledge and agree that in addition to and without waiver of the binding arbitration agreement set forth above, BofA, to the extent it deems necessary, shall be entitled to sue for provisional remedies, including the remedy of prejudgment writs of attachment, available in any court having jurisdiction.

27. Severability

If a provision of this agreement is rendered invalid or unenforceable by any law, administrative order, or judicial decision, all other provisions of this Agreement remain in effect.

28. Definitions

In this Agreement, the words "I", "me" and "my" refer to each individual who is an Applicant for the Account. If the Applicant is not an individual, these terms refer to the Applicants duly authorized representatives. The terms "you" and "your" and "BofA" or "Bank" refer to Bank of America NA and its agents and representatives. The term "business day" means each calendar day on which you, the Distributor, and the Fund is open for business.

INSTRUCTIONS AND IMPORTANT NOTICE

Under United States law, we are required to obtain, and you are required to give us a U.S. taxpayer identification number (TIN) for each of your accounts. If we are unable to obtain a TIN for each account, then we are required to maintain a list of the name, address and account number of each person from whom we were unable to obtain a TIN and, upon request, give the list to the United States Treasury Department. U.S. federal income tax law may require us to withhold 31% of all interest payments we make to you if:

- we do not have a valid and certified TIN on file for you or the TIN you gave us is incorrect;
- you have been notified by the Internal Revenue Service that you are subject to backup withholding.

In addition, if you fail to provide a true and correct tax certification, you may also be subject to a $50 fine imposed by the Internal Revenue Service. The 31% withholding requirement, called "Backup withholding," is not an additional tax. Any amount withheld is paid to the Internal Revenue Service and can be claimed as a credit against your income tax liability.

STATEMENT REGARDING USA PATRIOT ACT

Pursuant to requirements of law, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Bank of America is obtaining information and will take necessary actions to verify your identity, including in some instances, requesting additional documentation from you.

Addendum A to Bank of America Investment Account Application

Section 1 Account Name	Section 1 Account Name (Continued) (Court Name)	Sect 5 – Transaction Account