



IRA APPLICATION AND ADOPTION AGREEMENT



Union Bank, N.A. as Custodian

Please retain a copy for your record

s.

Retirement Plan Center, P.O. Box 60319, Los Angeles, California 90060-9803

For Questions, Call: 1-800-304-3854

Customer Identification Verification/USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth (for an individual) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CHECK ONE <input type="checkbox"/> New Plan (Complete All) <input type="checkbox"/> Adding Brokerage Investment Options (Complete Sections 1,2,4, 5 & 7)			CLIENT (If applicable) <input type="checkbox"/> Private Banking <input type="checkbox"/> Priority Banking <input type="checkbox"/> Signature Banking <input type="checkbox"/> Union Bank Employee		
PLAN TYPE (Check One-See Section 4 of this form for descriptions of plan types.) <input type="checkbox"/> Traditional IRA (Contributory or Rollover) <input type="checkbox"/> Roth IRA <input type="checkbox"/> SEP IRA			For RPC/UBIS Use Only <input type="checkbox"/> UB Custodian IRA BDA (a-k)* <input type="checkbox"/> UB Custodian Roth BDA (a-k)*		

* Registration types are eligible for the Bank Deposit Sweep only if every FBO relationship on the account is a natural owner.

1. Tell Us About Yourself

NAME--Depositor				SOCIAL SECURITY NUMBER	
HOME STREET ADDRESS		CITY	STATE	ZIP CODE	YEARS THERE
MAILING ADDRESS (If different from above)		CITY	STATE	ZIP CODE	
HOME TELEPHONE NO. () ()	BUSINESS TELEPHONE NO. () ()	MOTHER'S MAIDEN NAME			
DATE OF BIRTH	MARITAL STATUS (Check One) <input type="checkbox"/> Married <input type="checkbox"/> Single	SEX (Check One) <input type="checkbox"/> Male <input type="checkbox"/> Female	E-MAIL ADDRESS (Optional)		
CITIZENSHIP (Check One) <input type="checkbox"/> United States <input type="checkbox"/> Legal Resident Alien		COUNTRY			
EMPLOYER NAME	TYPE OF BUSINESS	POSITION/TITLE	YEARS THERE	<input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired	
EMPLOYER STREET ADDRESS	CITY	STATE	ZIP CODE		

Identification - Provide Identification as Required

If you are applying for an IRA by mail and not through a Union Bank branch, please provide a copy of one photo identification with your application.
Provide both Primary and Secondary forms of identification.

- Primary identification examples: Current Driver's License, DMV ID, Passport, or Military ID.
- Secondary identification examples: Current Major Credit Card, Work ID, or Health Insurance Card.

Primary Identification			Secondary Identification		
TYPE OF IDENTIFICATION	CORRESPONDING NUMBER		TYPE OF IDENTIFICATION	CORRESPONDING NUMBER	
PLACE OF ISSUANCE	ISSUE DATE	EXPIRATION DATE	PLACE OF ISSUANCE	ISSUE DATE	EXPIRATION DATE

UNION BANK USE ONLY

SIGNATURE--UNION BANK REPRESENTATIVE		DATE	EMPLOYEE NUMBER	OFFICE NUMBER
X	LOCATION CODE	TELEPHONE NUMBER		

FOR INVESTMENT SERVICES USE ONLY

BROKERAGE ACCOUNT NUMBER	REP. NUMBER	REP. NAME (Please Print)	REP. SIGNATURE
LICENSED BANKER EMPLOYEE NO.	LICENSED BANKER NAME	BRANCH NO.	PRINCIPAL APPROVAL DATE

Know Your Client (KYC) Profile

Client Introduction

1) How was the client introduced to UBIS:

Referral from Union Bank

NAME OF REFERRER

Solicitation

Referral from existing UBIS client

NAME OF REFERRER

Unsolicited Call-In

2) Has the registered representative met with the client/account signer in person?

Yes No

3) Existing Union Bank Account/Relationship?

Yes No

If "Yes", Account Number:

Account Funding Source

Initial Deposit

\$

FUNDS

\$

SECURITIES

NAME OF FINANCIAL INSTITUTION(S) FUNDING THE ACCOUNT

Check all that apply that describe the source of these funds:

Investments

Personal Income/Business Revenue

Personal/Business Savings

Sale of Real Estate or Other Property

Legal/Insurance Settlement

Inheritance/Gifts

Other (specify):

Purpose of Account

Check all that apply that describe the purpose of this account:

Funding daily expenses

Long term investment growth

Funding retirement

Intermediate investing

Funding education

Estate Planning

Business Cash Management

Other (specify):

For All Customers:

Are you any of the following?:

Senior Foreign Political Figure (Individual or Entity) (SFPF)/Foreign Embassy or Consulate Employee If Yes, Complete Form #02077-2

NONE OF THE ABOVE

If "Yes", obtain KYC documentation from Union Bank business unit **OR** complete corresponding KYC Addendum and attach.

2. Investor Profile - I agree to inform Union Bank, N.A., and UnionBanc Investment Services LLC, if any of the information below changes (applies to Investor Profile Section). Note: If you plan only to invest in Bank CDs, you can skip sections 2 and go to section 3.

Financial Profile

Annual Income	Estimated Net Worth	Investable/Liquid Assets	Federal Tax Bracket
From all sources <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> Over \$100,000 \$ <input type="text"/> Estimated Amount Required	Excluding primary residence <input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> Over \$500,000 \$ <input type="text"/> Estimated Amount Required	Including cash and securities <input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> Over \$500,000 \$ <input type="text"/> Estimated Amount Required	<input type="checkbox"/> 15% or below <input type="checkbox"/> 16% - 28% <input type="checkbox"/> Over 28% _____ Estimated Tax Bracket Required

Investment Profile

Investment Objectives	Risk Tolerance	General Investment Knowledge																																			
Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives. ___ Preservation of capital ___ Income ___ Capital Appreciation ___ Speculation ___ Trading profits ___ Other: _____	<input type="checkbox"/> Conservative (C) <input type="checkbox"/> Moderate (M) <input type="checkbox"/> Aggressive (A) <input type="checkbox"/> Combination (X): _____ Investment Time Horizon <input type="checkbox"/> 0-3 years (C < 3 yrs) <input type="checkbox"/> 3-5 years (C 3-5 yrs) <input type="checkbox"/> 6-10 years (I) <input type="checkbox"/> over 10 years (L)	<input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive <input type="checkbox"/> None Years: _____																																			
		Investment Product Knowledge																																			
		<table border="1"> <thead> <tr> <th></th> <th>None</th> <th>Limited</th> <th>Good</th> <th>Extensive</th> </tr> </thead> <tbody> <tr> <td>Stocks</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Bonds</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Mutual Funds</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Options</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Variable Contracts</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Limited Partnerships</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		None	Limited	Good	Extensive	Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																	

2. Investor Profile (continued)

Affiliations and Acknowledgements

Neither I, nor anyone bearing a financial interest or discretionary authority over this account is employed by the American Stock Exchange or an FINRA Member firm UNLESS SPECIFIED BELOW:

NAME OF FIRM

ADDRESS OF FIRM

Notification of your intent to open an account will be sent to your employer in accordance with current regulations.

For purposes of assisting your employer comply with SEC section 16 reporting, please list a contact name and number whom UBIS will contact upon transactions executed in your public company's stock.

NAME OF FIRM

TICKER SYMBOL

CONTACT NAME

PHONE NUMBER

3. Designate Your Beneficiary(ies)

I hereby designate the person(s) named below as beneficiary(ies) to receive the value of the account(s) established by me under the Union Bank, N.A. Individual Retirement Account ("IRA"). Upon my death, the balance of my IRA will be paid in equal shares, unless I indicate otherwise, to those Primary Beneficiary(ies) or, if none, to those Contingent Beneficiary(ies) who survive my death. If no designated Beneficiary survives me, my spouse will be my beneficiary, or if I have no surviving spouse, the balance in my IRA will be paid upon death to the personal representative of my estate.

If this is an inherited IRA, and I am a non-spouse Beneficiary, I understand that I can only have my estate as Beneficiary.

If you wish to designate more than two Primary or Contingent Beneficiaries, attach a separate sheet of paper providing all the information below and percentage of IRA for each Beneficiary. If more than one Beneficiary is designated, the percentages must total 100%.

PRIMARY BENEFICIARY(IES)

NAME	DATE OF BIRTH	RELATIONSHIP		SOCIAL SECURITY NO.	SHARE
		Spouse	Other		
					%
					%

Note: If Depositor is married and names any person other than, or in addition to, his or her spouse as Primary Beneficiary, the written consent of the spouse is required and must be notarized or witnessed by a person other than the participant.

CONSENT OF SPOUSE: I hereby consent to the above Beneficiary designation by my spouse and give to my spouse any interest I might have in the assets of the IRA. I acknowledge that should I predecease my spouse, my estate will not be entitled to any benefits payable pursuant to this beneficiary designation. I am consenting to my spouse's designation freely and voluntarily. Revocation of this spousal consent can only be effected by a new Beneficiary designation filed with Union Bank, N.A.

SIGNATURE-SPOUSE

DATE

SIGNATURE-WITNESS

DATE

CONTINGENT BENEFICIARY(IES)

NAME	DATE OF BIRTH	RELATIONSHIP		SOCIAL SECURITY NO.	SHARE
		Spouse	Other		
					%
					%

4. PLAN TYPE (From plan selected on front, check applicable contribution)

• Use additional plan Application and Adoption Agreement for additional plans.

4A. TRADITIONAL IRA

(Check all applicable)

New Contribution. Make your check payable to Union Bank, N.A. Indicate the tax year for which you are contributing.

For Tax Year _____. This contribution will be recorded for the current tax year if no tax year is indicated.

Transfer of Existing Traditional IRA from another financial institution.

- Complete the included IRA Transfer-In-Letter (Form 53167)
- For Securities Transfers, call 1-800-304-3854

Funds you have withdrawn from another institution. Roll over assets you've withdrawn from a Traditional IRA within the past 60 days.

Rollover from an employer-sponsored retirement plan. Complete any forms from your employer and provide them with your Union Bank Rollover IRA account information.

NAME OF EMPLOYER SPONSORING THE PLAN	APPROXIMATE TOTAL VALUE OF DISTRIBUTION	EXPECTED DISTRIBUTION DATE (MM/DD/YYYY) IF KNOWN
	\$	

4B. ROTH IRA

(Check all applicable)

New Contribution. Make your check payable to Union Bank, N.A. Indicate the tax year for which you are contributing.

For Tax Year _____. This contribution will be recorded for the current tax year if no tax year is indicated.

Transfer of Existing Roth IRA from another financial institution.

- Complete the included IRA Transfer-In-Letter (Form 53167)
- For Securities Transfers, call 1-800-304-3854

Funds you have withdrawn from another institution. Roll over assets you've withdrawn from a Roth IRA within the past 60 days.

Convert current Union Bank Traditional IRA from Account Number _____ (Complete IRA Cash Distribution Request, Form 00748).

If only a portion of your current Traditional IRA is to be converted, please attach a separate sheet identifying which assets are to be moved.

4C. SEP IRA

(Check all applicable)

New Contribution. Make your check payable to Union Bank, N.A. Indicate the tax year for which you are contributing.

For Tax Year _____. This contribution will be recorded for the current tax year if no tax year is indicated.

Transfer of Existing Traditional IRA from another financial institution.

- Complete the included IRA Transfer-In-Letter (Form 53167)
- For Securities Transfers, call 1-800-304-3854

Funds you have withdrawn from another institution. Roll over assets you've withdrawn from a SEP IRA within the past 60 days.

Rollover from an employer-sponsored retirement plan. Complete any forms from your employer and provide them with your Union Bank Rollover IRA account information.

NAME OF EMPLOYER SPONSORING THE PLAN	APPROXIMATE TOTAL VALUE OF DISTRIBUTION	EXPECTED DISTRIBUTION DATE (MM/DD/YYYY) IF KNOWN
	\$	

5. ACCOUNT FEATURES (Select one or more. If none selected, Union Bank will open a MoneyMarket Savings Account)

5A. <input type="checkbox"/> FDIC INSURED SAVINGS ACCOUNT (ONLY)	Bank products offered by Union Bank, N.A. such as Certificates of Deposit, are FDIC insured within permissible limits.		UNION BANK USE ONLY
<i>(Check Applicable)</i> <input type="checkbox"/> Fixed Rate Time Deposit (Minimum opening balance \$350)	TERM	DEPOSIT AMOUNT	ACCOUNT NO.
<input type="checkbox"/> Retirement Income IRA - 12-Month Variable Rate IRA CD (Minimum opening balance \$25,000; minimum age requirement 59-1/2 years old)	TERM 12 Months	DEPOSIT AMOUNT	ACCOUNT NO.
<input type="checkbox"/> Variable Rate Time Deposit -- 18-Month Variable Rate CD (Minimum opening balance \$500)	TERM 18 Months	DEPOSIT AMOUNT	ACCOUNT NO.
<input type="checkbox"/> Promotional Rate IRA CD (Minimum opening balance \$10,000, and requires current Union Bank checking account)	TERM	RATE	DEPOSIT AMOUNT ACCOUNT NO.
<input type="checkbox"/> Money Market Savings (Minimum opening balance \$100)	DEPOSIT AMOUNT		ACCOUNT NO.

5B. BROKERAGE ACCOUNT AT UNIONBANC INVESTMENT SERVICES LLC - Non-FDIC Insured (Minimum Balance \$1,000)

This account is offered through UnionBanc Investment Services LLC, member FINRA and SIPC.
Please complete the remainder of this section, "Automatic Trade Settlement Authorization" and then proceed to Section 6.

CORE ACCOUNT INVESTMENT VEHICLE

Consult your Investment Advisor for a list of available Core Account Investment Vehicles and their symbols. Please ensure that you have read the mutual fund prospectus or FDIC-Insured Bank Deposit Sweep Program disclosure document before making a decision on the appropriate core account vehicle. If you do not choose a Core Account Investment Vehicle, UBIS will invest your cash balances in the FDIC-Insured Bank Deposit Sweep Program while awaiting reinvestment. Different Core Account Investment Vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a Core Account Investment Vehicle, UBIS may not consider these differences when selecting a default core account investment vehicle for you.

Entity account types are not eligible for the Bank Deposit Sweep Program. These accounts will default to the HighMark Diversified Money Market Fund. Other account types may have eligibility restrictions based upon beneficial ownership and beneficiaries. Please consult with your agent regarding this issue.

Bank Deposit Sweep (QPRMQ) Other: _____

DIVIDENDS AND INTEREST

Automatic Dividends and Interest Settlement

MUTUAL FUNDS DIVIDENDS (Please check one--if neither box is checked, account will be coded to reinvest mutual fund dividends):

Reinvest mutual fund dividends (03) Pay mutual fund dividends in cash and credit the core account investment vehicle.(04)

STOCK DIVIDENDS AND BOND INTEREST will be paid in cash and credited according to your settlement option above. Applies only to positions held in brokerage account (Optional)

Please send me a Stock Accumulator form to sign up for automatic stock dividend reinvestment plan (if available)

Electronic Services

Please be advised that we will send you a trading enabled User ID and PIN for full electronic access to Invest@Home (online) and Telephone Investing (automated touch-tone phone) unless you choose a different option below. The User ID and PIN will be sent to the address of record on this account. The Electronic Services section of the Customer Agreement associated with this application includes our Electronic Services Agreement. Note: All Pay by Check and NRA accounts will only be set up with the Limited Access Option (view-only).

Please review the additional options below and check any appropriate box(es). For details about our pricing for electronic trades, please refer to www.investathome.com or call us at 800-634-1100.

Limited Access Option (Electronic trading disabled - view-only capability). I want electronic account access and electronic services features, but please disable electronic trading on this account. I understand I will be unable to trade without the assistance of a broker and will receive standard pricing (not the electronic services rates) on any transaction in this account, and that any other account I link to the User ID associated with this account will be similarly restricted.

Please DO NOT set my account up for electronic service access (Invest@Home and Telephone Investing). I wish to decline these free services. I understand that electronic services commission rates (your lowest) are ONLY available via these electronic channels and that by checking this box, all my trades will be subject to your standard fee and commission schedule. (Please review the electronic services fee and commission schedule for complete details.) If you choose to decline electronic services at present, you may request them again at any time by contacting our offices, or visiting our website.

Please link this account to a User ID I already have for another account or accounts with UnionBanc Investment Services LLC. I understand that I may (but am not necessarily required to) have different User IDs for each account. I understand that I must be a signer on all accounts linked to my User ID or a notarized trading authorization is required. (You may not combine trading, non-trading, and equity-only trading accounts under a single User ID. They must be of the same trading entitlement.)

Please link this account to my existing Invest@Home/Telephone Investing User ID(s) listed here:

1. _____ 2. _____ 3. _____

I understand that all individuals accessing via this User ID are able to TRADE (if User ID is trading enabled) and obtain account information equally within any and all accounts linked to it. (If Investment Services is unable to process your request to combine accounts for compliance or other reasons, or if additional paperwork is required, we will contact you.)

6. AGREEMENT

By signing this application, I establish a:

Traditional IRA as described in Section 408(a) of the Internal Revenue Code utilizing the Union Bank Traditional IRA Custodial Agreement, or a

Roth IRA as described in Section 408A of the Internal Revenue Code utilizing the Union Bank Roth IRA Custodial Agreement, or a

SEP IRA as described in Section 408(k) of the Internal Revenue Code utilizing the Union Bank IRA Custodial Agreement.

I hereby agree to read and be bound by the terms of the Custodial Account agreement checked above, and the *All About About Traditional, Rollover, and Roth IRAs Disclosure and Agreement* or *All About Small Business Retirement Plans Disclosure and Agreement* booklet as currently in effect and as amended from time to time. I also understand that I have a right to cancel my IRA within seven days from the date I receive the Union Bank IRA Agreement. I understand that Union Bank will send me the Booklets upon receipt of this IRA Application/Adoption Agreement, and that I will be treated as having received the Account Agreement three days after it is mailed to me. If I do not receive or understand the Booklets, I will notify Union Bank.

I understand that I am solely responsible for determining the suitability and potential value for me of any particular plan or investment strategy. I also acknowledge that I am solely responsible for making sure that any transactions, including contributions, transfers, and/or rollovers to this IRA are permitted under the rules of the IRA Custodial Account Agreement, and take full responsibility for any resulting effects, taxes, or damages. I understand that telephone calls to Union Bank, N.A. may be monitored for quality assurance purposes, or recorded in order to verify information regarding my transactions.

UnionBanc Investment Services Brokerage Account: *Account carried with National Financial Services LLC.*

I acknowledge that I am at least the age of 18 years and am of full legal age in the state in which I reside. If I choose to self-direct my IRA, I understand that all investments must be through UnionBanc Investment Services LLC, a registered broker/dealer, member FINRA/SIPC, and wholly owned subsidiary of Union Bank. **I UNDERSTAND THAT INVESTMENTS OTHER THAN DEPOSITS AT UNION BANK, (A) ARE NOT FDIC INSURED, (B) ARE NOT OBLIGATIONS OF UNION BANK, N.A. OR UNIONBANC INVESTMENT SERVICES LLC, (C) ARE NOT GUARANTEED BY UNION BANK, N.A., AND (D) INVOLVE INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR DETERMINING THE NATURE, POTENTIAL VALUE AND SUITABILITY OF ANY PARTICULAR INVESTMENT I CHOOSE FOR MY IRA.** I understand that telephone calls to UnionBanc Investment Services LLC may be recorded and I hereby consent to such recording. **I agree to the terms and conditions of the Investment Services Agreement included in the UnionBanc Investment Services portion of the IRA Plan Disclosure Booklet which also includes the terms of the pre-dispute arbitration agreement which governs this account.**

Statement Householding.

Unless you object, statement householding is an automatic service which links and consolidates all brokerage statements for accounts which meet certain criteria and sends these statements to you in one envelope. Your accounts must meet the following criteria: 1) they have the same exact address; 2) they all have the same registration code group, i.e., individual, joint, etc.; 3) the same Social Security Number (SSN) is used for all owners; and 4) the same last name is associated with each SSN. (With Uniform Gift to Minors Act (UGMA) and Uniform Transfers to Minors Act (UTMA) accounts, there is an exception to the exact SSN matching criteria. For accounts with these registration codes, the SSN of the custodian is used for matching purposes rather than the SSN of the minor.) The consolidated envelope will contain a statement for each account in the household relationship as well as a Consolidated Summary of Accounts page. If any account holder changes an address on any account in the household, then the account will neither be included in the consolidated envelope nor will it be listed on the Consolidated Summary of Accounts page.

If the above criteria is not met, but you would still like to receive your statements in one envelope, please advise Investment Services to request a statement household.

NOTICE TO NATIONAL FINANCIAL SERVICES LLC (NFS):

This is to advise you that I have instructed UnionBanc Investment Services LLC to establish, in my behalf, and as my agent for my IRA or Retirement Plan, an account with you. I have appointed UnionBanc Investment Services LLC as my exclusive agent to act for and on my behalf with respect to all matters regarding my account with you, including but not limited to the placing of securities, purchase and sale orders and the selection of my Core Account Investment Vehicle, including a Bank Deposit Sweep Program and to act in all respects in connection with such Core Account Investment Vehicle, and provided options trading have/has been approved for the account, delivery of option instructions for my (our) account. I acknowledge that no fiduciary relationship exists. You shall look solely to UnionBanc Investment Services LLC and not me with respect to any such orders or instructions, and you are hereby instructed to deliver confirmations, statements, and all written or other notices, with respect to my account, to UnionBanc Investment Services LLC. You are also instructed to deliver to Union Bank, N.A. as Trustee\Custodian of my IRA or Retirement Plan, if they so require, duplicate confirmations with respect to my account. Any such communications delivered to UnionBanc Investment Services LLC shall be deemed to be delivered to me, and you shall be entitled to rely on UnionBanc Investment Services LLC, to forward the substance of any such communications to me. I agree to hold you harmless from and against any losses, costs, or expenses arising in connection with the delivery or receipt of any such communication(s), provided you have acted in accordance with the above. The foregoing shall be effective as to my account until written notice to the contrary is received by you and by UnionBanc Investment Services LLC.

TO UNIONBANC INVESTMENT SERVICES LLC AND NFS:

I understand that it is my responsibility to read the prospectus or disclosure document, as applicable, for any mutual fund which I purchase or exchange or Bank Deposit Sweep Program into which I have funds transferred or invest. I have received and read the applicable prospectus or disclosure document for the mutual fund or Bank Deposit Sweep Program in which I am investing or to which I am transferring funds -- including, but not limited to, any mutual fund or Bank Deposit Sweep Program that I choose for my Core Account -- and I agree to the terms of the of the prospectus or disclosure document, as applicable, and the Customer Agreement.

6. AGREEMENT (Continued)

TO UNIONBANC INVESTMENT SERVICES LLC AND NFS (Continued):

If I choose a Bank Deposit Sweep Program for my core account investment vehicle, I represent that I am a natural person and any such beneficiary is a natural person.

If I do not choose a Core Account Investment Vehicle for my account, I authorize UBIS to, in its sole discretion, select a default Core Account Investment Vehicle for me and I shall hold UBIS and NFS harmless for such default selection and any consequences resulting there from. I understand that different Core Account Investment Vehicles may have different rates of return and terms and conditions, such as FDIC insurance or SIPC protection, and that UBIS may not consider differences when making a default Core Account Investment selection for me.

I understand that NFS will disclose my name to issuers of securities if securities are held in my account so that I can receive important information unless I do not consent to disclosure, and I will notify UnionBanc Investment Services LLC. if I do not consent. Under the penalties of perjury, I certify that the taxpayer identification number indicated above is correct. Reports of the execution of orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days, respectively, after transmittal to me by mail or otherwise.

Electronic Services Customer Agreement (Telephone Investing and invest@home).

I hereby authorize and request that UnionBanc Investment Services ("Investment Services") and NFS provide me with access to and use of one or more of your electronic investment services (Telephone Investing, invest@home, etc.). I agree that I will hold Investment Services harmless for any loss, liability, cost or expense for acting on my instruction. I understand that the investments I place through electronic services will be settled in the same manner as currently established for my Investment Services account. By using your electronic services, I agree to the following terms and conditions:

Disclaimers. Although investment and market data information available through these services is obtained from independent and reliable sources, Investment Services and NFS neither endorse this information nor guarantee its accuracy, non infringement, security, completeness, timeliness, or sequence nor give any express or implied warranties, including warranties of merchantability or fitness for a particular use. Investment Services and NFS neither guarantee investment performance, suitability or profitability of a security or investment, nor provide investment advice or recommendations, nor provide legal, tax, or accounting advice.

Limitations of Liabilities. I agree that Investment Services, NFS, and any other disseminating party shall not be liable, and agree to indemnify and hold such parties harmless, for any loss, damage, or expense for acting on our instruction or attributable to any inaccuracy, error, delay in, transmission or omission of, non-performance, interruption or unavailability of any information due either to any act or omission not constituting gross negligence or willful misconduct by such parties or to any "force majeure" (i.e. flood, weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or to any other cause beyond the reasonable control of such parties. Investment Services, NFS, and any other disseminating party shall not be liable for any indirect, incidental or consequential damages, including lost profits or trading losses, arising out of reliance upon or the inability to access or use these services or any information.

Confidentiality. Maintaining confidentiality of our account is our responsibility. I agree not to allow other persons or entities to access or use our account for any purpose, including order entry, inquiry, or for quotes. I agree to maintain your User Identification (ID) number and Personal Identification Number (PIN) in strict confidence and to immediately notify Investment Services if there is unauthorized use of User ID, PIN, or other security data or if there is a discrepancy in the account balance, stock position or order status or any other type of suspicious or unexplained occurrence relating to these services of our account.

I agree that use of these services may involve the transmission of personal financial information, including the identity, number, and net dollar price of shares traded, and that neither Investment Services nor NFS guarantee the security of electronic transmission of this and other information over the Internet. I consent to the electronic transmission of such information through these services. Due to the inherently limited security mechanisms for the Internet, neither Investment Services nor NFS guarantee the privacy, security, or authenticity of electronic transmissions.

If I have already been assigned a User Identification (ID) number for another account or accounts with Investment Services, or am registering multiple accounts, I may, but am not required to, have different User IDs for each account. All users accessing via the same User ID are able to trade and obtain account information equally and from any and all accounts linked to that User ID.

Customer Identification Verification/USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth (for an individual) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Re-dissemination. I agree not to cause or permit any information to be published, broadcast, retransmitted, reproduced, professionally or commercially exploited, or otherwise re-disseminated or to be used to create any derivative works, including databases.

Trading. Investments placed through electronic services will be settled in the same manner as currently established for our Investment Services account. I understand that orders entered through electronic services may be subject to Investment Services' review and approval. Receiving an order reference number online or an order number on the phone is not an indication of an approved order. An approved order will be given the status "Open" in the Order

Status/Open Orders section of the electronic services system. In the event that Investment Services does not approve the order, Investment Services may attempt to contact me as soon as possible at my primary telephone number. Investment Services and NFS cannot be held responsible for any lost profits or increased losses that may result from their failure to accept our order through electronic services.

Trades placed through electronic services may be subject to broker review and release. Trades may experience a short delay prior to release to the market. Investment Services and NFS will not be held liable for any lost profits or increased losses due to such delays. Trades placed through electronic services while the market is closed will be released to the market when it re-opens.

Termination. Investment Services reserves the right to terminate my invest@home access if I do not log on to invest@home's secured area for 90 consecutive days.

6. AGREEMENT (Continued)

SIPC Information

The securities in your account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$100,000 for uninvested cash). SIPC coverage does not protect against a decline in the value of your securities, nor does it extend to certain securities that are considered ineligible for coverage.

For more details on SIPC, or to request a brochure, visit www.sipc.org or call 1-202-371-8300.

BROKERAGE ACCOUNT PRE-DISPUTE ARBITRATION AGREEMENT

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- (A) **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THEIR RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- (B) **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION IS VERY LIMITED.**
- (C) **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED THAN IN COURT PROCEEDINGS.**
- (D) **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING, AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- (E) **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- (F) **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- (G) **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

IF THE CUSTOMER FILES A COMPLAINT IN COURT AGAINST UNIONBANC INVESTMENT SERVICES THAT CONTAINS CLAIMS THAT ARE SUBJECT TO ARBITRATION PURSUANT TO THIS PREDISPUTE ARBITRATION AGREEMENT, UNIONBANC INVESTMENT SERVICES MAY SEEK TO COMPEL ARBITRATION OF THE CLAIMS THAT ARE SUBJECT TO ARBITRATION; PROVIDED THAT UNIONBANC INVESTMENT SERVICES MUST

AGREE TO ARBITRATE ALL OF THE CLAIMS CONTAINED IN THE COMPLAINT IF THE CUSTOMER SO REQUESTS.

THE CUSTOMER AGREES THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN THE PARTIES CONCERNING ANY ORDER OR TRANSACTION, OR THE CONTINUATION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO BEFORE, ON, OR AFTER THE DATE THIS ACCOUNT IS OPENED, SHALL BE DETERMINED BY ARBITRATION BEFORE A PANEL OF INDEPENDENT ARBITRATORS SET UP BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC., AS THE CUSTOMER MAY DESIGNATE. IF THE CUSTOMER DOES NOT NOTIFY UNIONBANC INVESTMENT SERVICES IN WRITING WITHIN FIVE (5) DAYS AFTER THE CUSTOMER RECEIVES FROM UNIONBANC INVESTMENT SERVICES A WRITTEN DEMAND FOR ARBITRATION, THEN THE CUSTOMER AUTHORIZES UNIONBANC INVESTMENT SERVICES TO MAKE SUCH A DESIGNATION ON THE CUSTOMER'S BEHALF.

THE CUSTOMER UNDERSTANDS THAT JUDGEMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:

- (I) THE CLASS CERTIFICATION IS DENIED; OR
- (II) THE CLASS IS DECERTIFIED; OR
- (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

PLEASE KEEP THIS DOCUMENT FOR YOUR RECORDS

EFFECTIVE 3/2005

By signing, I am waiving my right to a trial by jury with regards to any dispute between Union Bank, N.A., UnionBanc Investment Services LLC and myself. In addition, with regard to any FDIC insured deposit, I am agreeing to the alternate dispute resolution procedures described in the Union Bank, N.A. the "All About" Disclosure Booklet which detail the FDIC insured deposit options for each IRA Plan type. With regard to any Brokerage account dispute, I am agreeing to the arbitration procedures set forth in the "Brokerage Account Pre-Dispute Arbitration Agreement."

TAXPAYER CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. I am a U.S. Person (including a U.S. resident alien).

7. AUTHORIZATION

X

SIGNATURE--Depositor

DATE