UNION BANK, N.A.
POOLED INVESTMENT FUNDS
(C.S. MCKEE, INVESTMENT ADVISER)

PARTICIPATION AGREEMENT

This Participation Agreement ("**Agreement**") is made as of _____**, 20**___ by and between Union Bank, N.A. formerly known as Union Bank of California, N.A. ("**Bank**"), as trustee (in such capacity, "**Trustee**") of the Pooled Investment Funds of Union Bank of California, N.A. (the "**Pooled Funds**"), and the plan sponsor or other authorized fiduciary executing this Agreement ("**Fiduciary**") on behalf of the

_____employee benefit plan ("**Plan**").

Fiduciary intends that Plan purchases and redemptions of units of Participation ("**Units**") pursuant to this Agreement be made through an omnibus custody account established with each Fund ("**Omnibus Account**") by

_____, ("**Service Provider**"), a service provider for the funds, pursuant to an agreement between Service Provider and Trustee to account for the participation in the Funds of certain Participating Accounts, including the Plan. Fiduciary has appointed the Service Provider as agent or trustee for Fiduciary with respect to any Plan assets delivered to Bank to purchase Units of the Funds.

Capitalized terms used but not defined in this Agreement are defined as indicated in the Plan of the Pooled Investment Funds of Union Bank of California, National Association (as amended and restated effective January 1, 2003), as amended from time to time (the "**Pooled Fund Document**").

RECITALS

A. Bank maintains the Pooled Funds under the Pooled Fund Document as a medium for the collective investment of tax-qualified retirement trusts, certain governmental employee plans, and certain other eligible participants identified in the Pooled Fund Document.

B. Fiduciary has authority to direct investments or select or designate investment options for the Plan, and desires that each of the Collective Funds identified on **Schedule A** to this Agreement (as amended from time to time by agreement of Fiduciary and Bank), collective investment funds maintained under the Pooled Fund Document (the "**Funds**"), be an investment of the Plan or available as an investment option for Plan participants in accordance with this Agreement.

C. Bank desires to accept the Plan as a Participating Account of the Funds, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree as follows.

1. Appointment and Acceptance

Fiduciary hereby appoints Bank as managing agent and custodian of the Plan with respect to assets of the Plan that are transferred to the Trustee by or on behalf of the Plan for investment in the Funds and authorizes Trustee to perform any and all acts with respect to the Plan that Trustee is authorized, required, or permitted to perform under the Pooled Fund Document. Bank will apply Plan assets received by it to the acquisition of Units in such Fund or Funds as shall be identified in instructions provided to Bank by Fiduciary or its designee. Bank hereby accepts its appointment and acknowledges that it is a fiduciary, as such term is defined for purposes of Part 4 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), with respect to the assets of the Plan invested in the Funds; provided that Fiduciary solely shall be responsible for the fiduciary determination that the Funds in which the Plan invests are prudent and appropriate investments or investment options for the Plan and its participants.

2. Acceptance of Plan as Participating Account

Trustee hereby accepts the Plan as a Participating Account of the Funds as of the date specified on the signature page hereto, which is a Valuation Date of the Funds. Fiduciary or its designee will provide notices to Trustee as necessary to arrange for additions of Plan assets to, and for withdrawals of Plan assets from, the Funds, all in accordance with the procedures for additions and withdrawals specified in the Pooled Fund Document, the applicable Fund Appendices, and this Agreement.

3. Pooled Fund Document Controls

Fiduciary acknowledges and understands that the Plan's participation in the Funds is at all times subject to the Pooled Fund Document (including the Appendix of each Fund in which Plan assets are invested), as amended from time to time, which is hereby adopted as a part of this Agreement. Fiduciary agrees that if there is any inconsistency between this Agreement and the Pooled Fund Document, the Pooled Fund Document shall control. Fiduciary acknowledges having received copies of the Pooled Fund Document and the Appendix of each Fund and having had adequate time to review their terms with its legal counsel and discuss the same with Trustee.

4. Warranties, Representations, and Covenants of Fiduciary

Fiduciary warrants and represents to, and covenants with, Trustee as follows:

(a) If the Plan is subject to ERISA, Fiduciary is a named fiduciary of the Plan, as that term is defined in ERISA. Fiduciary is authorized to enter into this Agreement on behalf of the Plan and to appoint Bank as managing agent and custodian of the Plan. Any person signing this Agreement on Fiduciary's behalf is authorized to do so, and this Agreement is binding on Fiduciary, the Plan, and the Plan's participants and

beneficiaries. Fiduciary has carefully considered the advisability of an investment of Plan assets in the Funds, taking into account the fact that the value of the Fund assets may be affected positively or negatively by a variety of factors, and has determined that such investment by the Plan is consistent in all respects with ERISA or other applicable law, that the investment of Plan assets in the Funds is consistent with Fiduciary's duties to diversify Plan assets, and that all actions required to authorize the Plan to make such investment have been duly taken. Fiduciary agrees and acknowledges, except to the limited extent provided in Section 1 of this Agreement, that Trustee, in discharging its responsibilities under the Pooled Fund Document and this Agreement, has no responsibility to advise or monitor Fiduciary or any Plan participant or beneficiary with respect to asset allocation and other determinations underlying its, his, or her decision, as the case may be, to establish the Funds as eligible investments under the Plan and/or to invest (and continue to invest) in the Funds.

(b) The Plan is either:

(1) an employee benefit plan qualified under Section 401 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the related trust of which is exempt from tax Section 501(a) of the Code; or

(2) a governmental retirement plan established and maintained for its employees by the U.S. Government, by the government of any State or political subdivision thereof, or by any agency or instrumentality of the foregoing, within the meaning of Section 414(d) of the Code, or an eligible deferred compensation plan within the meaning of Section 457(b) of the Code established and maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, which in either case satisfies the applicable requirements of Section 3(a)(2)(C) of the Securities Act of 1933 and Section 3(c)(11) of the Investment Company Act of 1940, as amended from time to time (and any applicable rules of the Securities and Exchange Commission thereunder), regarding participation in a collective trust fund maintained by a bank.

(c) The Plan is maintained pursuant to a plan or trust instrument which authorizes it to participate in the Pooled Funds or in any other common, collective, or commingled trust fund and which, to the extent required by applicable law, either (i) specifically or in substance and effect, or (ii) hereby, incorporates the Pooled Fund Document or the declaration of trust or other governing instrument under which such common, collective, or commingled trust fund is maintained by reference in, and adopts the Pooled Fund Documents as a part of, the plan of which such trust is a part.

(d) The Plan (i) does not cover any self-employed individuals within the meaning of Section 401(c)(1) of the Code, (ii) is not a plan described in Section 403(b) of the Code, and (iii) is not an individual retirement account described in Section 408 or Section 408A of the Code.

(e) If the Plan permits participants to direct the investment of assets allocated to their accounts under the Plan, the Plan is maintained by its sponsor as a Plan that

satisfies in form and operation the requirements of Section 404(c) of ERISA and regulations promulgated thereunder by the U.S. Department of Labor.

(f) Fiduciary has informed Trustee in writing about all restrictions or limitations on securities or other instruments in which the Plan may invest directly or indirectly, including, without limitation, for purposes of complying with Section 407 of ERISA to the extent applicable. Trustee and any investment adviser retained by Trustee shall be entitled to rely on any such information provided by Fiduciary unless and until superseded in writing.

(g) Trustee and any investment adviser retained by Trustee may rely on exemptions provided under ERISA, including, without limitation, ERISA Section 408(b)(17), and exemptions promulgated by the U.S. Department of Labor, including, without limitation, Prohibited Transaction Exemption ("PTE") 84-14 (applicable to transactions by "Qualified Professional Asset Managers") and PTE 91-38 (relating to common or collective trust funds maintained by banks or trust companies) in connection with transactions undertaken by or on behalf of the Funds. Accordingly, Fiduciary represents that, except as Fiduciary has notified Trustee in writing prior to or contemporaneously with Fiduciary's execution of this Agreement, (i) Fiduciary or any other person that has authority to subscribe for or redeem Units or to negotiate the terms of this Agreement* is not, and the Fiduciary or such other person is not a director or employee of, and does not have an affiliate (within the meaning of Section V(c) of PTE 84-14 or Section IV(a) of PTE 91-38) that is, an issuer of publicly traded securities or a bank, broker-dealer, insurance company, trust company, or similar financial institution, and (ii) no person other than Fiduciary has or has exercised any discretionary authority, control, responsibility, or influence with respect to the investment of the Plan's assets in, or held by, the Funds or renders investment advice (within the meaning of Section 3(21)(A)(ii) of ERISA) with respect to those assets.

(h) Fiduciary will notify Trustee promptly in the event the Plan no longer meets the conditions for eligibility or is for any other reason disqualified from continuing to participate in the Funds, and will furnish such other information or assurances as Trustee may request in order to determine the Plan's eligibility to participate in the Funds.

(i) Each addition of assets by Plan to any Fund shall constitute a reaffirmation by Fiduciary that Fiduciary's representations and warranties contained in this Agreement are true and correct on and as of the date each such addition is made. Trustee and any investment adviser retained by Trustee are entitled to rely on Fiduciary's representations and warranties in this Agreement and any additional information provided by Fiduciary to Trustee pursuant to this Agreement unless and until superseded by Fiduciary in writing.

---

* Such person may include, for example, the Plan sponsor, a designated officer or officers of the Plan sponsor, a fiduciary or investment committee appointed by the Plan sponsor, or a board of trustees or similar group. In the case of a fiduciary committee, board of trustees, or similar group, the representation applies to each member of the committee, board, or group.

5. Trustee's Retention of Investment Adviser

Fiduciary understands that Trustee is authorized under the Pooled Fund Document to retain investment advisers, which may be affiliated or unaffiliated with Bank, to assist Trustee with respect to the investment of the assets of any Fund. Fiduciary acknowledges and agrees that Trustee has retained C.S. McKee, L.P. as investment adviser and manager with respect to the Funds, and that Trustee may retain other investment advisers to assist Trustee with respect to the investments of the Funds. Any fees or compensation due to investment advisers hired by Trustee for their services to the Funds will be paid from Trustee's own resources (including from the compensation paid or payable to Trustee from the Fund) and will not be charged separately to the Fund. If the Plan is subject to ERISA, Fiduciary hereby confers on Trustee such authority as is necessary to enable Trustee, if Trustee in its discretion deems it necessary or advisable to do so, to appoint C.S. McKee, L.P. (or such other investment adviser Trustee may retain to assist Trustee with respect to the investments of any Funds) as an investment manager (as such term is defined by Section 3(38) of ERISA) with respect to the Plan, with responsibilities as such limited to, assets of the Plan that are held in the Funds.

6. Compensation and Expenses

Fiduciary specifically agrees to the compensation arrangements described in **Schedule B** to this Agreement and the Appendices to the Pooled Fund Document describing the Funds. Bank is authorized to charge the Account for incidental expenses as well as for the funds necessary for Bank to complete any purchase or expense, to make any directed disbursement or to take any other action regarding the Account. Bank shall have no duty to make any purchases, exchanges, or disbursements or to incur any expenses unless and until the funds necessary to cover the amount of expense are available in the Account. Fiduciary shall ensure sufficient liquidity prior to directing transactions in the Account.

7. Directions from Fiduciary; Standard of Care; Limitation of Liability; Indemnification

(a) Fiduciary has designated the Service Provider and individual(s) identified in **Schedule C** to this Agreement (as amended by Fiduciary from time to time) to communicate directions, instructions, or other notices required or permitted under this Agreement or the Pooled Fund Document to Trustee on Fiduciary's behalf.

(b) Bank and Trustee agree to perform their duties hereunder in good faith and with reasonable care. In no event shall Bank be held liable under this Agreement except for the gross negligence or willful misconduct of Bank officers and employees.

(c) Bank shall not be liable or responsible for any loss, damage, expense, failure to perform or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical or communication line or facility failures, acts of third parties (including without limitation any messenger, telephone, delivery service or internet access), acts of God, war, government action, civil commotion, fire, earthquake, or other casualty or disaster or an other cause or causes which are beyond Bank's reasonable control. In all cases, Bank's liability for any act or failure to act under this Agreement shall be limited to

the resulting direct loss, if any, of the Plan. Under no circumstances shall Bank be liable for any consequential, indirect, punitive, or special damage which Fiduciary or the Plan may incur or suffer in connection with this Agreement.

(d) Bank shall not be required to appear in or defend any legal proceedings with respect to the Account or any assets therein unless Bank has been indemnified to its reasonable satisfaction against loss and expense (including reasonable attorney's fees).

(e) Trustee shall be protected fully in relying on and proceeding in accordance with any such direction or notice. Fiduciary hereby agrees to indemnify Trustee, Bank, its affiliates, and their respective directors, officers, and employees (each, an "indemnified party"), and hold them harmless from all liabilities, losses, claims, demands, damages, costs, and expenses, including reasonable attorneys' fees, arising from (i) any act taken or omitted by an indemnified party in good faith in accordance with, or due to the absence of, directions of any person authorized to give a direction with respect to the matter, or (ii) the failure of the representations and warranties given hereunder by Fiduciary on its own behalf or on behalf of the Plan to be true, complete and accurate in all material respects. This indemnity will survive the termination of this Agreement.

8. Omnibus Accounts

(a) Notwithstanding any other provision of this Agreement, the Plan's participation in each Fund shall be effected through the Omnibus Account pursuant to Fiduciary's instructions to Service Provider and Service Provider's instructions to Trustee, and Trustee shall hold such assets of the Plan as shall be delivered to it by Service Provider from time to time as part of the Omnibus Account. The Plan shall continue to purchase or redeem Units through the Omnibus Account until the Omnibus Account is terminated or another relationship acceptable to Trustee is established between Trustee and the Plan. Proceeds of any withdrawals from the Funds shall be invested as directed by Service Provider in such other Fund(s), or delivered from the Account to Service Provider as Fiduciary's custodian or trustee.

(b) Fiduciary acknowledges that (i) Trustee has authorized Service Provider, as limited agent of Trustee, to receive and accept orders for Plan purchases and redemptions of Units ("**Orders**") on Trustee's behalf, (ii) Service Provider is authorized to designate other intermediaries approved by Trustee to receive Orders on Trustee's behalf, (iii) Trustee will be deemed to have received an Order when Service Provider or its authorized designee receives the Order, and (iv) Orders accepted by Service Provider before the close of trading on the New York Stock Exchange ("**Close of Trading**") (currently 4:00 p.m. Eastern Time) on a day the New York Stock Exchange is open for business ("**Business Day**") shall be treated as having been received by Service Provider on such Business Day and Orders accepted by Service Provider at or after the Close of Trading on a Business Day shall be treated as having been received by Service Provider on the next Business Day, and the value of Units purchased or redeemed will be the value determined for the Business Day they are received pursuant to the foregoing procedures.

(c) Service Provider shall be entitled to receive compensation in connection with each Omnibus Account, as described in Schedule B, based on the value of Units in the Fund held by Participating Accounts, including the Plan, through the Omnibus

Account. Fiduciary has determined, taking into account the totality of the services provided by Service Provider to the Plan, including services provided with respect to the Omnibus Account and otherwise, that Service Provider's compensation is, and will continue to be, in the aggregate, reasonable in relation to such services.

(d) Service Provider has agreed to notify Trustee in advance of any addition to or withdrawal from a Fund that exceeds $1,000,000. Fiduciary acknowledges that Trustee reserves the right to postpone or decline processing of any such transaction if it determines that the transaction is not in the best interest of the affected Fund.

9. General Provisions

(a) This Agreement may be amended at any time by the parties in writing; provided, however, that Trustee reserves the right to augment or amend this Agreement in such manner as Trustee, in its discretion, may deem necessary or advisable to comply with Trustee's legal obligations, including, without limitation, any such obligation to provide disclosures required by applicable law or regulations. Fiduciary will receive a copy of any such amendment at its address indicated on the signature page to this Agreement, or such other address as Fiduciary may indicate by written notice to Trustee.

(b) This Agreement (i) will terminate upon the complete withdrawal of the Plan from the Funds, (ii) will be binding upon the successors and assigns of the parties hereto; provided that the Plan may not assign its interest in the Funds without Trustee's express permission, and (iii) together with the Pooled Fund Document, as amended, is the entire agreement between the parties regarding the subject matter of this Agreement.

(c) The headings used in this Agreement are for convenience and reference only and shall not be deemed to limit or affect the terms or provisions herein.

(d) The interpretation of this Agreement and the rights of the parties hereunder shall be governed by ERISA and other applicable federal law and, to the extent not preempted by the foregoing, the laws of the State of California, without giving effect to principles of conflict of law.

[SIGNATURES APPEAR ON NEXT PAGE]

Dated: _____ _____
[Name of Plan]

_____
[Type of Plan – Defined Benefit, 401(k), 457(b), etc.]

By _____
[Printed Name of Authorized Fiduciary]

_____
[Signature of Authorized Fiduciary]

Plan Sponsor Name:

_____

Street address: _____

City, State, Zip: _____

Phone number: _____

E-mail address: _____

Tax ID number: _____

EIN Number: _____
[For 5500 reporting (if different from Tax ID number]

3-Digit Plan/PIN number: _____
[For 5500 reporting, reported with EIN number]

ACCEPTANCE:

Union Bank, N.A. as Trustee of the Pooled Funds, hereby accepts the Plan identified above as a "Participating Account" of the Funds as of _____, subject to the terms and conditions of this Agreement.

Dated: _____

UNION BANK, N.A., as Trustee

By _____
Name:
Title

By _____
Name:
Title

UNION BANK, N.A.
POOLED INVESTMENT FUNDS
(C.S. MCKEE, INVESTMENT ADVISER)

PARTICIPATION AGREEMENT

SCHEDULE A: FUNDS

Fiduciary hereby designates the following Funds as investments or investment options for the Plan [check applicable box(es)]:

- ☐ C.S. McKee Large Cap Core Equity Fund
- ☐ C.S. McKee Large Cap Value Fund
- ☐ C.S. McKee Small Cap Core Equity Fund
- ☐ C.S. McKee Core Fixed Income Fund

UNION BANK, N.A.
POOLED INVESTMENT FUNDS
(C.S. MCKEE, INVESTMENT ADVISER)

PARTICIPATION AGREEMENT

SCHEDULE B: COMPENSATION - FUND LEVEL FEES AND EXPENSES*

FUND NAME	TRUSTEE FEE	OUTSIDE EXPENSES*	TOTAL FEES AND EXPENSES PER FUND*
Large Cap Core Equity	60 basis points (0.60%)	5 basis points (0.05%)	65 basis points (0.65%)
Large Cap Value	60 basis points (0.60%)	5 basis points (0.05%)	65 basis points (0.65%)
Small Cap Core Equity	70 basis points (0.70%)	5 basis points (0.05%)	75 basis points (0.75%)
Core Fixed Income	35 basis points (0.35%)	5 basis points (0.05%)	40 basis points (0.40%)

*As of July, 2009, subject to change.

Trustee Fee. Trustee receives compensation from the assets of each Fund for its management and administration of the Fund at the annual rate indicated under "Trustee Fee" above. From its own resources (including from the compensation paid or payable to Trustee from the Fund) the Trustee pays compensation due to C.S. McKee, L.P. or any other investment adviser hired to assist the Trustee with respect to Fund investments. Trustee compensation is accrued daily and paid quarterly based on the market value of the Fund's average daily net assets determined as of the last Business Day of each calendar quarter.

Service Provider Fee. In certain situations, plans may be invested in the Funds through Omnibus accounts for which Service Providers may receive compensation. In such cases, Service Provider receives compensation for its administrative services to the related Omnibus Account, including, among others, (i) maintaining separate records for each Plan, which records shall reflect Units purchased and redeemed and Unit balances of such Plan and each of its participants held through the Omnibus Account; (ii) disbursing or crediting to the Plan all proceeds of redemptions of Units and all distributions (if any) not reinvested in Units; (iii) preparing and transmitting to the Plan, as required by law or the Plan, periodic statements showing the total number of Units beneficially owned by the Plan as of the statement closing date, purchases and redemptions of Units by the Plan during the period covered by the statement, distributions (if any) paid during the statement period, and such other information as may

be required, from time to time, by the Plan; (iv) transmitting orders for the purchase or redemption of Units to the Funds on behalf of the Plan in accordance with the procedures applicable to the Omnibus Account; (v) maintaining and preserving all records as required by law to be maintained and preserved in connection with providing recordkeeping services for the Plan; (vi) forwarding certain Participating Account communications from the Funds and related information to Plan fiduciaries and participants; and (vii) investigating and responding to inquiries from Plan fiduciaries and other authorized persons having an interest in a Plan relating to the services provided by Service Provider.

Service Provider's compensation is based on the average value of Fund Units held the applicable Omnibus Account each calendar month. The average value of Units held in an Omnibus Account during a calendar month shall be computed by totaling daily balances during the month and dividing such total by the actual number of days in the month. Service Provider calculates this payment at the end of each calendar quarter and forwards an invoice to Trustee for each Omnibus Account including the three months of the calendar quarter to which the invoice relates. Service Provider's compensation shall be paid from the assets of each Fund or by the Plan, unless Investment Adviser or Trustee, in their respective discretion, elects to pay such compensation from its resources. To the extent that Investment Adviser or Trustee does not elect to pay such compensation from its resources, Plans which are charged this expense shall receive reasonable advance written notice of imposition of this charge on the Fund or the Plan.

Expenses. Fiduciary acknowledges that (i) under the terms of the Pooled Fund Document, Trustee may charge to each Fund all reasonable costs and expenses incurred by the Trustee in the administration of the Fund, (ii) C.S. McKee, L.P., as investment adviser the Funds, has undertaken that it will bear certain Fund expenses to the extent such expenses exceed 0.05% (5 basis points) per annum of the net assets of the Fund (determined, as of the last Business Day of each month), and (iii) C.S. McKee, L.P. may modify or discontinue this expense reimbursement arrangement at any time, in its sole discretion. Fiduciary further acknowledges that "Fund expenses" subject to this undertaking include fees and charges of third parties providing transfer agency and accounting services to the Fund and expenses associated with the Fund's access to the facilities of the National Securities Clearing Corporation for purposes of admissions to and withdrawals from the Fund, and do not include fees paid to Trustee or Service Provider (as described in Schedule B), brokerage and other investment expenses, other ordinarily recurring expenses of the Fund, such as ongoing legal expenses and audit fees, and extraordinary expenses.
Additional expenses incurred in the operation of the Fund may be charged to the Fund, unless the Trustee, in its discretion, elects to pay such expenses from its own resources. These expenses may include, but shall not be limited to, expenses related to Fund audits, preparation of the annual report, transfer agent services, and other accounting related expense.

<u>Union Bank may modify the Fund Level Fees and Expenses charged to each Fund upon 30 days advance written notice to Fiduciary.</u>

UNION BANK, N.A.
POOLED INVESTMENT FUNDS
(C.S. MCKEE, INVESTMENT ADVISER)

PARTICIPATION AGREEMENT

NAME OF PLAN:_____

SCHEDULE C: SERVICE PROVIDER'S AUTHORIZED SIGNATURES

The following individuals, whose signatures appear below, are authorized to give directions on behalf of Fiduciary to Trustee with respect to the matters addressed in this Participation Agreement:

_____
[Signature]
Name:_____

Title:_____

_____
[Signature]
Name:_____

Title:_____

_____
[Signature]
Name:_____

Title:_____

Approval by Plan's Named Fiduciary:

By _____
[Printed Name of Authorized Fiduciary]

_____
[Signature of Authorized Fiduciary]