



Welcome to Huntington!

Through our partnership with the Meeder Public Funds, the Huntington Institutional Custody Services Team is available to aid and assist in the safekeeping and settlement of your investment securities. Our Custody Team has over 75 years' worth of experience servicing a wide variety of clients in both size and strategies. We are large enough to provide scale, with over \$120 billion in assets under custody, yet small enough to provide the personal attention that your account deserves.

The combined efforts of Meeder and Huntington will help your team achieve its investment goals, with seamless and coordinated help along the way.

In our role as custodian, Huntington will be responsible for the following activities:

- Trade Settlement
- Interest reconciliation and posting
- Corporate action and proxy monitoring and notification
- Production of monthly statements
- Reconciliation with Investment Accountants (if requested)

While your Meeder Public Fund Advisor will act as your main point of contact for investment decisions, performance and general inquiries, the Huntington Client Service Manager listed below is always available to assist with transactional and reporting requests whenever you need them.

We look forward to working with you.

Kelli Hermen  
Vice President/Trust Officer  
Trust Fund Relationship Manager 3  
Office: 614.331.5597

The Huntington National Bank  
7 Easton Oval  
EA5W72  
Columbus, OH 43219  
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CTCS Client Service Manager 2  
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The Huntington National Bank  
7 Easton Oval  
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## CUSTODY AGREEMENT

**THIS CUSTODY AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ as the Principal (“Principal”) and THE HUNTINGTON NATIONAL BANK, as the Custodian (“Custodian”).

### I. GENERAL TERMS

1. This Agreement sets out the terms governing custodial, settlement and certain other associated services offered by Custodian to Principal. Principal hereby appoints Custodian to serve as its agent for the safekeeping or, if applicable, recording of the cash, mutual funds, stocks, bonds, securities and other property acceptable to the Custodian (“Property”) of Principal’s clients (a “Beneficial Owner” and collectively, “Beneficial Owners”) and for the collection of any principal, income, distributions or claims due Beneficial Owners. Custodian hereby agrees to accept such appointment. The Parties agree that the Property in these Accounts, including Property which may be added later, shall be administered as follows:
2. **Definitions.** In addition to those terms defined throughout this Agreement, the following terms each have the meaning hereinafter stated.
  - (a) **“Authorized Person”** means the Principal or any person who has been designated by Notice from Principal (or by any agent designated by Principal, including, without limitation, the investment manager designated in Section III. 3. herein or an investment manager of Beneficial Owner) to act on behalf of Principal or Beneficial Owner hereunder and for whom a specimen signature has been provided and certified to Custodian in writing. Authorized Persons may have limited authority to act. Such persons shall continue to be Authorized Persons until such time as Custodian receives Instructions from Principal (or its agent) that any such person is no longer an Authorized Person.
  - (b) **“Electronic Means”** means the following communications methods: e-mail; facsimile transmission; secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys or another method or system agreed to by the parties in writing.
  - (c) **“Instruction”** means written instructions that: (i) contain all necessary information required by Custodian to enable Custodian to carry out the Instructions; (ii) are received from an Authorized Person by Custodian in original paper form or via Custodian’s electronic instruction system (subject to the execution of the Custodian’s applicable electronic access documentation), SWIFT, facsimile, electronic mail, other Electronic Means or other methods (including DocuSign initiated by the Custodian) as are from time to time agreed to by Principal (or an Authorized Person) and Custodian; and (iii) Custodian, acting in accordance with its authentication policies and procedures for manual instructions, reasonably believes have been given by an Authorized Person or are transmitted with proper testing or authentication pursuant to terms and conditions which Custodian may specify, including DocuSign initiated by Custodian. Unless otherwise

expressly provided, all Instructions shall continue in full force and effect until canceled or superseded.

(d) “Notice” has the meaning set forth in Section VI. I.

## II. AUTHORITY OF THE CUSTODIAN

1. The Custodian is authorized to open and maintain Custody Accounts (individually an "Account" and collectively, the "Accounts") in the name of the Principal for the benefit of the Beneficial Owners. Each Account now or in the future opened by the Principal and held by the Custodian in that fashion will be subject to the terms and conditions of this Agreement. The Custodian will hold in the Account all Property which it receives for deposit into the respective Accounts from the Principal from time to time, provided, however, that the Custodian reserves the right to refuse to accept any particular Property for deposit into an Account that the Custodian determines it does not or cannot act as the Custodian for. The Custodian will promptly notify the Principal of such refusal and the reason for the refusal.
2. The Custodian is authorized to hold Property in an Account in the Principal's name, in the Custodian's name, or in the name of its nominee for the benefit of the respective Beneficial Owner. The Custodian, if it believes necessary, may use other agents, subcustodians and depositories to hold any of the Property in the Account. The Principal authorizes the Custodian or its subcustodian to hold Property in omnibus accounts of a subcustodian or securities depository with respect to both domestic Property and global Property. The Custodian is authorized, when directed to do so by the Principal, to hold Property at third parties and to register Property in broker "street name" or in the name of other third parties (or their nominees) in accordance with industry practice.
3. The Custodian is authorized to collect and credit as income all dividends, interest and other income on Property held in each such Account.
4. The Custodian is authorized to credit as principal proceeds from the sale or redemption of Property held in each such Account.
5. The Custodian is authorized, upon Instructions from the Principal, to place orders for the purchase and sale of Property, repurchase options, conversion privileges, rights, warrants or stock subscriptions and other Property for the Accounts. The Custodian may charge the costs and expenses of such transactions, including its fees for extraordinary services for processing complex transactions, to these Accounts, or any other account the Principal may have with the Custodian.
6. The Custodian shall notify the Principal when it receives actual written notice of any calls for redemption or retirement, subscription or conversion rights, exchange offers, tenders, interest rate changes or similar matters relating to any Property which is then held in the Accounts.
7. The Custodian may elect to credit the Accounts with interest or dividend payments in anticipation of receiving such payments from another agent, if practicable and provided its provisional credit service is offered in the particular market and for that type of security. Custodian is hereby authorized to reverse any such credit if it does not receive the funds it anticipated within a reasonable period of time, or the corresponding payment differed from the amount credited to the

Account. Otherwise, interest and dividend payments from Property will be credited only after actual receipt by Custodian and reconciliation.

8. The Custodian shall maintain separate records for individual Accounts of which the Principal is fiduciary and for which Property has been deposited with or collected by the Custodian for the benefit of such respective Beneficial Owners. It is understood that such records shall be maintained by the Principal.

### **III. CUSTODIAL SERVICES.**

1. The Principal represents and warrants to the Custodian that the Principal is authorized by and on behalf of each of the Beneficial Owners to open and maintain the respective Accounts with the Custodian under this Agreement for the benefit of each such Beneficial Owner and that all account related agreements between the Principal and the Beneficial Owners are valid and binding agreements. The Principal will continue to hold the right to direct the custody of and shall have authority over all Property held, including any income earned thereon, in each Account until the Custodian is notified in writing by the Principal that such authority has been revoked.
2. The Custodian shall serve as custodian of the Property in each Account, provided, however, that the Custodian shall not have any such duties or responsibilities with respect to any such investment or Property until actually received by the Custodian. The Custodian is under no duty to supervise or make any reviews or recommendations with respect to the sale or other disposition of any such Property at any time held in an Account. The Custodian shall have no duty or responsibility to inquire into or determine whether the Principal's authority has been revoked or whether any instructions from the Principal with respect to an Account or Accounts are proper or in accordance with such authority.
3.
  - a. The Custodian will only act on the Principal's Instructions for the retention, purchase, sale, exchange or other disposition of the Property held in an Account. The Custodian is authorized and directed to deliver any Property held in an Account pursuant to Instructions believed in good faith by the Custodian to be from an Authorized Person of the Principal.
  - b. The Custodian shall not be liable for the acts of the Principal, any investment manager acting on behalf of the Principal or any other agent of the Principal. The Custodian shall not be liable for any losses resulting from the Principal's or its agents' Instructions or absence of Instructions.
  - c. The Custodian may conclusively rely on, and the Custodian shall incur no liability to the Principal, the Beneficial Owner or the Accounts for acting on, any Instruction on which the Custodian is authorized to rely pursuant to this Agreement, or for not acting on or rejecting such Instruction where the Instruction is not authenticated or given in the manner provided above, or for any non-delivery, or delay in the delivery of an Instruction, or error in the transmission of, interception, or alteration of such Instruction, to the Custodian.
  - d. In executing or paying a payment order, the Custodian may rely upon the identifying number (e.g., Fedwire routing number or account) of any party as instructed in the payment order. The Principal, on behalf of the Beneficial Owner, assumes full responsibility for

any inconsistency between the name and identifying number of any party in payment orders issued to the Custodian in the Principal's name.

- e. The Custodian shall not be required to seek or obtain the approval or Instructions of any person other than the Principal with respect to disposition of Property held in the Account except as otherwise specifically provided in this Agreement.
- f. The Principal now hereby designates the following investment manager: Meeder Public Funds. The Principal shall have the responsibility to designate in writing to the Custodian any future investment manager(s). The Custodian shall be fully protected and held harmless in honoring the Instructions of an Authorized Person of the Principal's designated investment manager until the Custodian shall receive, in writing from the Principal, the Principal's revocation of any investment manager's authority.
- g. The Principal may place buy and sell orders with brokers or other persons through whom such transactions will be accomplished. Except as otherwise specifically set forth herein, if any, the Custodian's sole responsibility and duty shall be to accept, pay for and deliver against payment Property as directed by an Instruction from the Principal. The Custodian shall not be required to accept delivery and pay for any Property purchased to the extent there are insufficient funds in the respective Account to pay for such purchase. To the extent that the Custodian does pay for any such purchase and the respective Account does not hold Property sufficient to pay such purchase, the Principal agrees to pay such amount to the Custodian on demand. If the Custodian elects to make an advance, the advance shall be deemed a loan to the Principal, payable on demand, bearing interest at the Federal Funds rate plus 100 basis points, from the date of advance to the date of payment (both after as well as before judgment) and otherwise on the terms on which the Custodian makes similar overdrafts available from time to time. No prior action or course of dealing on the Custodian's part with respect to the settlement of transactions on the Principal's behalf shall be asserted by the Principal or the Beneficial Owner against the Custodian for the Custodian's refusal to make advances to settle any transaction for which the Principal does not have sufficient available funds in the applicable currency in the Account. The Custodian shall not have any responsibility for delivery of a security not held in the Account. Whenever an advance is made, the Principal agrees that the Custodian shall have a continuing custodial lien over the Property in the Accounts to the extent of and for the duration of such advance, in an amount sufficient to repay the indebtedness and any fee associated therewith, until repaid, and all the rights of a secured party under the Ohio Uniform Commercial Code in ORC Title 13.
- h. The Custodian shall have no duty to inquire into whether any Property acquired or disposed of by the Principal is a proper investment or disposition of such Property. The Custodian shall not have any responsibility to determine whether the price or terms of conditions of any such transaction are correct.
- i. The Custodian need not act upon Instructions which it reasonably believes to be contrary to law, regulation or market practice, but the Custodian shall be under no duty to investigate

whether any Instructions comply with applicable law or market practice. In the event the Custodian elects to not act upon Instructions as provided in the foregoing sentence, the Custodian shall promptly notify the Principal of any Instructions it believes to be contrary to law, regulation or market practice.

- j. The Custodian has established cut-off times for receipt of some categories of Instruction, which shall be made available to the Principal or other third parties, as appropriate. If the Custodian receives an Instruction after its established cut-off time, the Custodian may endeavor to act upon the Instruction on the day requested on a commercially reasonable basis up to any applicable depository cutoff time or otherwise shall act upon the Instruction as soon as practicable on the next Business Day.
4. The Principal hereby instructs the Custodian to invest on a daily basis available collected cash that has been credited to the Accounts pursuant to the Cash Management Election Form, as such instructions may be amended from time to time. The Principal is hereby advised and does agree that the Custodian may receive additional reasonable compensation for services provided to such fund, whether as custodian, transfer agent, investment advisor or otherwise.

#### **IV. RELATIONS TO THIRD PARTIES**

1. Every third party dealing with the Custodian shall be protected in relying solely upon the representations of the Custodian with regard to the authority to act on behalf of the Principal and Beneficial Owners for the matters stated in this Agreement, and shall not be required to ascertain whether the approval or direction of the Principal or the respective Beneficial Owner(s) has/have been obtained.
2. Unless the Principal directs otherwise or unless required by law, applicable rule, directive or regulation, the Custodian shall have no duty to and shall not disclose the Principal's or any Beneficial Owner's name, address and securities positions to issuers of securities held in an Account.
3. All information and advice furnished under this Agreement by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except (a) as required by law, applicable rule, directive or regulation, (b) as is necessary to effect or carry out any Instruction given to the Custodian by or on behalf of the Principal, (c) to any governmental agency or regulatory body having or claiming authority to regulate or oversee any aspects of the Custodian's business or that of its affiliates, (d) pursuant to any subpoena, (e) to any affiliate, independent or internal auditor, agent, employee or attorney of the Custodian needing to know the same, provided the Custodian advises such recipient of the confidential nature of the information being disclosed, or (f) as is necessary to enforce this Agreement.
4. The Principal acknowledges and agrees that no Beneficial Owner shall have a contractual relationship or agreement with the Custodian with respect to the Accounts and no right to direct the Custodian to take or refrain from any action regarding any of the Accounts. The Beneficial Owner may contact the Principal which will contact the Custodian.

5. The Principal represents and warrants to the Custodian and agrees that the Principal has established and maintains procedures for a Customer Identification Program (“CIP”) in accordance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (commonly known as the “USA Patriot Act”) and its implementing regulations, and that the Principal is in compliance therewith, and that the Custodian will not be responsible for conducting any such CIP activities with respect to any Account or any Beneficial Owner.

## **V. DUTIES OF THE CUSTODIAN**

1. The Principal shall hold, on behalf of the respective Beneficial Owner, all voting rights pertaining to securities in any Account. The Custodian or its agent shall forward to the Principal, promptly upon receipt, which may be provided electronically, all proxies, proxy statements, notices of meetings or similar proceedings affecting any securities or other Property at any time held in this Account (“Notifications”). Any such proxy issued in the name of the Custodian or its nominee and so forwarded, shall be duly signed, but otherwise unmarked, by the Custodian or its nominee. The Custodian shall be under no duty or obligation to make any recommendation regarding the manner of voting of any such proxy, or to determine whether and how such proxy is voted but the Custodian or its agent shall reasonably cooperate with the Principal in voting any such proxies pursuant to the Principal’s Instructions which are timely received. If information is received by the Custodian or its agent too late to permit timely voting, the Custodian’s only obligation will be to provide, so far as is reasonably practicable, a Notification (or summary information concerning a Notification) on an “information only” basis. In performing proxy services the Custodian or its agent will be acting solely as the agent of the Principal and the Beneficial Owner, and will not (i) exercise any discretion with regard to proxy services or (ii) vote any proxy unless directed to do so in a manner instructed by an Authorized Person.
2. The Principal shall hold all rights to act on all mergers, exchanges, tenders, consolidations, reorganizations, recapitalizations, warrants, voting rights and legal proceedings (“Corporate Actions”) on behalf of the respective Beneficial Owner pertaining to securities held in an Account. The Custodian or its agent will act on such Corporate Actions only pursuant to the Principal’s clear, complete and accurate Instructions, which are timely received through the provided Corporate Action response system. The Instructions should direct where completed forms should be delivered and when they must be delivered by. The Custodian or its agent shall not be required to interpret the Corporate Action materials on the Principal’s behalf, review the soundness of the Principal’s decision or otherwise advise the Principal on discrepancies, legal matters or business matters in connection with the Corporate Action. The Custodian shall charge extraordinary fees and expenses for filing complex Corporate Actions.
3. The Custodian shall have no duty to notify the Principal of any rights, duties, limitations, conditions or other information set forth in any security (including mandatory or optional put, call and similar provisions).
4. The Custodian or its agent shall forward to the Principal information or mailings relating to the Property held hereunder which are received by the Custodian that are intended for receipt by the Principal or the respective Beneficial Owner of an Account.

5. The Custodian shall process security transactions through its or one of its affiliate's trading facility or any other trading facility the Custodian so chooses. The Custodian may execute any of the powers hereof and perform any of its duties hereunder by or through agents, attorneys or affiliates and shall not be responsible for the conduct of the same if selected with reasonable care. The Custodian shall be entitled to act upon the advice of counsel and shall not be liable for any action taken in good faith in reliance on such advice.
6. The Custodian shall, at all times, otherwise hold all funds and Property in each Account subject to the written Instructions of the Principal. No provision of this Agreement shall require the Custodian to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate security or indemnity against such risk or liability is not reasonably assured to it.
7. The Custodian shall provide, or make available online, at least quarterly to the Principal Account statements to include receipts, disbursements, and other transactions and the market value and description of the assets then held in the Account. Prices and other information obtained from third parties which may be contained in any Account statement sent to the Principal have been obtained from sources the Custodian relies on in good faith. The Custodian does not, however, make any representation as to the accuracy of such information or that the prices specified necessarily reflect the proceeds that would be received on a disposal of the relevant Property. The Custodian shall incur no liability to the Principal, the Beneficial Owner or the Account for any loss which may arise from the mispricing of Property in the Accounts by any broker, pricing service or other person upon whose valuation the Custodian relies in good faith.
8. The Custodian is required by federal law to furnish to the Principal, without any additional cost, written notification of any security transaction in the Account. The notification must be sent within five (5) business days from the date of the transaction or from the date of receipt by the Custodian of the broker/dealer confirmation. The Principal may elect (by initialing paragraph a below) as an alternative, to receive transaction information as part of its periodic statements of account, as set forth in 7, above.
  - a. \_\_\_\_\_ Do not send notification of each individual transaction. Transaction information will be consolidated on the periodic report.
  - b. \_\_\_\_\_ Send notification of each individual transaction.
9. The Custodian shall cause an independent public accountant or other qualified independent party to annually examine the Custodian's internal controls in its corporate trust and custody services area and to prepare a written report to the Custodian pursuant to Statement on Standards for Attestation Engagements (SSAE) as developed by the Auditing Standards Board of the American Institute of Certified Public Accountants and shall provide the Principal with a copy of an annual SSAE report, upon written request.
10. Notwithstanding anything to the contrary herein, the Custodian shall not provide and is not providing to the Principal or any Beneficial Owner any tax information or 1099 or other tax reporting forms for any Account.



11. The duties and obligations of the Custodian hereunder shall be determined solely by the express provisions of this Agreement and no duties shall be implied to the Custodian. The Custodian shall not be charged with knowledge of any provisions of any agreement(s) between the Principal and the Beneficial Owners.

## **VI. RELATIONS BETWEEN THE PRINCIPAL AND THE CUSTODIAN**

1. All notices, approvals, consents, Instructions, certificates, requests and any communications hereunder (“Notices”) must be in writing (provided that any Instructions sent to the Custodian for the distribution of funds hereunder via wire transfer must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign initiated by the Custodian (or such other digital signature provider as specified in writing to the Custodian by an Authorized Person as shall be acceptable to the Custodian)). The Principal agrees to assume all risks arising out of the use of using digital signatures and Electronic Means to submit Notices to the Custodian, including without limitation the risk of the Custodian acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notices between the Custodian and the Principal may be sent by Electronic Means or by ordinary mail, postage prepaid, or by overnight courier, delivery charge prepaid, for next “business day” (any day other than a Saturday, Sunday, national holiday or other day which the Custodian is closed for business) delivery, addressed to the applicable party at the address appearing in Section VII. 8. of this Agreement. Any Notices shall be deemed received by such party upon receipt. Notwithstanding the foregoing, Notices sent by fax or electronic mail shall be effectively given only upon acknowledgement of receipt by the receiving party.
2. If the Custodian receives Instructions using Electronic Means, or any such Instruction contains a digital signature executed pursuant to the means provided for in Section VI.1., and the Custodian acts upon such Instructions, the Custodian's understanding of such Instructions shall be deemed controlling. The Principal understands and agrees that the Custodian cannot determine the identity of the actual sender of such Instructions or the actual signer of the digital signature, and that the Custodian shall conclusively presume that they have been sent by an Authorized Person. The Principal shall be responsible for ensuring that only Authorized Persons transmit such Instructions or digital signatures to the Custodian and that all Authorized Persons treat applicable user and authorization codes, passwords and/or authentication keys with extreme care. The Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian's reliance upon and compliance with such Instructions or digital signatures. The Principal agrees: (i) to assume all risks arising out of the use of digital signatures or Electronic Means to submit Instructions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the use of digital signatures, as well as the various methods of transmitting Instructions to the Custodian, and that there may be more secure methods of transmitting signatures and Instructions than the methods selected by the Principal; (iii) that the security procedures (if any) to be followed in connection with the transmission of digital signatures and/or Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Custodian immediately upon learning of any compromise or unauthorized use of the security procedures. In its sole discretion, the Custodian may, but shall not be required to, accept Instructions given to the Custodian by telephone. Any Instructions delivered to the Custodian by telephone will be provided by telephone

on a contingency basis only; and will, within two (2) hours thereafter, be confirmed in writing by an Authorized Person of the Principal in the manner set forth herein, provided, however, the Principal agrees that the failure of the Custodian to receive such confirming Instructions timely or at all shall in no way affect the validity of the transactions or enforceability of the transactions which were the subject of such oral Instruction. The Principal further agrees that the Custodian shall incur no liability to the Principal or any Beneficial Owner for acting upon oral Instructions given to the Custodian hereunder. The Principal further consents to the recording by the Custodian of any oral Instructions given by the Principal or on the Principal's behalf. In giving an Instruction, the Principal shall take into consideration delays which may occur due to differences in time zones and/or other factors particular to a given market, exchange or issuer. When the Custodian has established specific timing requirements or deadlines with respect to particular classes of Instruction, or when an Instruction is received by the Custodian at such a time that it could not reasonably be expected to have acted on such Instruction due to time zone differences or other factors beyond its reasonable control, the execution of any Instruction received by the Custodian after such deadline or at such time (including any modification or revocation of a previous Instruction) shall be at the risk of the Principal.

3. The Custodian may in its discretion, without Instruction or other express authority from the Principal:
  - a. Make payments to others for minor expenses of handling securities or other similar items relating to its duties under this Agreement; provided, however, that all such payments shall be accounted for to the Principal;
  - b. Surrender securities in temporary form for securities in definitive form;
  - c. Endorse for collection, in the name of the Principal, checks, drafts and other orders for the payment of money received by the Custodian for the account of the Principal; and
  - d. In general, attend to all non-discretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with the Property of the Principal, except as otherwise directed by an Authorized Person of the Principal.
4. In the event the Principal is a fiduciary and shall for any reason fail to complete the administration of its trust, all of the assets then held by the Custodian shall be delivered by the Custodian together with any accumulations of income less its just charges to the duly appointed successor fiduciary. The Custodian shall be completely protected in acting reasonably upon the Instructions of the duly appointed successor fiduciary.
5. The Principal hereby represents and warrants to the Custodian that the instrument creating its relationship with each Beneficial Owner does not contain any limitations, prohibitions or restrictions regarding investment of any funds or Property held in the Account. Further, the Principal certifies that it is legally empowered to enter into and perform this Agreement in such capacity on behalf of each Beneficial Owner. The Custodian shall not be held liable for any claim, damage, cost, fine, penalty, liability or expense (including attorneys' fees and expenses) resulting from any of the above statements or any other representation or warranty of the Principal in this Agreement being incorrect or false.

6. The Principal represents and warrants that neither its Articles of Incorporation, By-Laws, Regulations, Operating Agreement nor Partnership Agreement contain any limitations or restrictions regarding the execution of this Agreement. It further certifies that the actions of the Authorized Person or Persons on its behalf have been duly authorized.
7. The Custodian shall be bound by any judgement, order, injunction, statute, governmental regulation, or writing of which it has actual notice which legally limits, prohibits or restricts transactions in the Accounts.
8. The Custodian shall be compensated for its services rendered under this Agreement at the rates prescribed in **EXHIBIT A** attached hereto, subject to the Custodian's right to change its schedule upon ninety (90) days prior Notice to the Principal. The Custodian shall receive reasonable additional compensation for any extraordinary services requested or required. If the Custodian is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Custodian shall promptly provide written notice thereof to the Principal. Payment of the Custodian's fees and expenses for such extraordinary services shall be made by the Principal only after such prior notice so as to allow the Principal to appropriate sufficient funds for their payment. Such compensation shall be deductible by the Custodian at such times and from such sources as it may determine to be appropriate. In addition, the Custodian shall be entitled to a service charge as compensation for administrative costs resulting from any overdraft occurring in an Account. The Custodian's compensation may be deducted from available cash or cash equivalents held in such Account incurring an overdraft, unless the Principal makes other arrangements satisfactory to the Custodian.
9. The Principal agrees that Custodian shall be held harmless for any actions or causes of action, claims, demands, liabilities, losses, damages, fines, penalties, or expenses of whatsoever kind and nature including, but not limited to, attorneys' fees, arising as a result of this Agreement unless such cause or payment results directly from the Custodian's gross negligence or willful misconduct, including, without limitation, any claim, demand, liability, loss, damage, fine, penalty, expense or other action made against the Custodian by a Beneficial Owner. The Principal agrees that the Custodian shall not have any liability or responsibility for any claims arising due to the Custodian's failure to pay for Property purchased by or at the Instructions of the Principal by reason of insufficiency of funds in the respective Account, and the Custodian's failure to deliver any Property not held in an Account upon the Principal's Instructions. In connection therewith the Custodian or its nominee shall have a lien upon sufficient Property held in an Account incurring such charges, and upon any other deposit account of the Principal, for its compensation and expenses sustained or incurred as a result of this Agreement.
10. If the Custodian is acting as settling bank on behalf of the Principal for the purpose of funds settlement with a securities clearing company such as Depository Trust Company, the Principal will obtain a Letter of Credit on terms acceptable to the Custodian and will deposit in the Account such funds, securities or instruments as the Custodian may require to secure payment of the Principal's settlement obligations. If, at the end of any business day, the Custodian has a net debit balance with any securities clearing company resulting from the Principal's settlement obligations, and funds in the respective Account are insufficient to pay the debit balance, the Custodian may, at its discretion, debit such Account or any account which the Principal maintains with the Custodian or with any of its affiliates, or draw upon the Letter of Credit, or both, in such amounts as are necessary to pay the debit amount. To the extent such net debit balance is not eliminated pursuant

to this paragraph, the Principal agrees to pay such amount to the Custodian on demand. When the Custodian receives an Instruction directing settlement of a transaction in Property, the Custodian will use reasonable care to effect settlement as instructed. Settlement of transactions in Property will be conducted in accordance with prevailing standards of the market in which the transaction occurs. Without limiting the generality of the foregoing, the risk of loss will be the Principal's, on behalf of the Beneficial Owner, whenever the Custodian delivers Property or payment in accordance with applicable market practice in advance of receipt or settlement of the expected consideration. In the case of the failure of a trading counterparty (or other appropriate party) to deliver the expected consideration as agreed, the Custodian will make reasonable efforts to contact the counterparty to seek settlement, but the Custodian will not be obligated to institute legal proceedings, file a proof of claim in any insolvency proceeding or take any similar action.

11. Except as otherwise set forth herein, the Principal agrees that the Custodian shall have no responsibility for ascertaining or acting upon any calls for redemption or retirement, subscription or conversion rights, exchange offers, tenders, interest rate changes or similar matters relating to any securities or other Property except at the Instruction of the Principal. The Custodian shall have no responsibility for informing the Principal with respect to such matters other than as set forth in this Agreement, whether or not the Custodian has, or is deemed to have, knowledge of any of these matters.
12. The Principal shall examine all records, however produced or transmitted, including but not limited to account statements, promptly upon receipt thereof and notify the Custodian promptly of any discrepancy or error therein. Unless the Principal delivers written notice of any such discrepancy or error within a reasonable time after its receipt thereof, such records shall be deemed to be true and accurate.
13. Notwithstanding anything to the contrary in this Agreement, the Custodian shall not be under any duty or obligation to take action, by legal means or otherwise, to effect collection of any amount, if the investment or asset upon which such amount is payable is/are in default, or if payment is refused after due demand or presentation, unless and until (i) it shall be requested to take such action by written Instructions, and (ii) it shall be assured to its satisfaction (including prepayment thereof) of its extraordinary compensation and reimbursement of its costs and expenses in connection with any such action (including any attorneys' fees and expenses); and (iii) the Custodian has agreed to take such action on the Principal's behalf, at the Custodian's sole discretion.
14. The Principal acknowledges that Custodian is not providing any legal, tax or investment advice in connection with the services hereunder.
15. This Agreement shall have an initial term of one (1) year from the date hereof. Thereafter, this Agreement shall automatically renew on a month to month basis unless either party terminates this Agreement by written notice effective no later than ninety (90) days following the date that notice to such effect shall be delivered to the other party. Notwithstanding the foregoing provisions, either party may terminate this Agreement at any time (a) for cause, which is a material breach of the Agreement not cured within sixty (60) days, in which case termination shall be effective upon written receipt of notice by the non-terminating party, which written notice shall specify the claimed material breach, provided, however, if such breach is curable and cannot be reasonably cured within such sixty (60) day period, such termination shall not be effective so long as the

defaulting party has initiated a cure of such breach within thirty (30) days after receipt of such default notice and is diligently pursuing such cure, but which default must, in any event, be cured within one hundred twenty (120) days of such default notice, or (b) immediately upon written notice to the other party in the event that the either party is adjudged bankrupt or insolvent, or there shall be commenced against such party a case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect. Upon any such notice of termination, the Principal shall promptly provide full details of the entity to whom the Custodian must deliver the assets held in the Accounts, failing which the Custodian may elect (at any time within the notice period) either to retain the Accounts until such details are given, continuing to charge fees due (in which case the Custodian's sole obligation shall be for the safekeeping of assets held in the Accounts), or deliver the assets to the Principal. The Principal shall reimburse the Custodian promptly for all out-of-pocket expenses it incurs in delivering the assets held in the Accounts upon termination, including its termination fee. The Custodian will be afforded a reasonable amount of time to transfer Property and wind up its duties. Termination shall not affect any liabilities, transaction or other obligation under this Agreement, which is then outstanding. The Custodian and the Principal shall continue to perform their obligations under this Agreement in good faith following notice of termination. The Custodian shall respond to reasonable requests for information for a period of one hundred eighty (180) days after termination, at the Principal's additional expense, provided such information is in a form already possessed by the Custodian.

16. The Custodian shall only be liable for and shall indemnify the Principal against any and all losses, damages, costs, expenses (including reasonable attorney fees), liabilities, claims, and demands for any action, omission, in connection with this Agreement constituting a material breach of any duty, agreement, representation, warranty, or covenant made herein by the Custodian which are attributable solely to the Custodian's own actions or omissions; provided, however, that the Custodian shall have no liability hereunder in the absence of its gross negligence or reckless or willful misconduct in connection with its actions pursuant to this Agreement on the part of itself or its agents, and provided further that the Custodian shall not, in any event, be liable to the Principal (or directly or indirectly to any Beneficial Owner) for any special, incidental, indirect, speculative, consequential, punitive or exemplary damages. In no event shall the Custodian be liable for acts or omissions of the Principal or any Beneficial Owner or be liable for losses or damages occurring by reasons directly or indirectly outside the Custodian's control. The Principal shall use reasonable efforts to mitigate any losses, damages, costs, expenses (including reasonable attorney fees), liabilities, claims, and demands for which the Custodian may be liable pursuant to this Agreement. Furthermore, the Custodian shall not, in any event, be responsible under this Agreement for any failure to perform its duties, and shall not be liable hereunder for any loss, claim, or damage in association with such failure to perform, for or in consequence of any one or more of the following causes:

- (i) Any circumstance or event which is beyond the reasonable control of the Custodian ("Force Majeure") and which adversely affects the performance by the Custodian of its obligations hereunder, including, without limitation, any event caused by, arising out of or involving (a) an act of God, (b) accident, fire, water, lightning, storm, tornado, hurricane, floods, earthquake, drought or wind damage or explosion, (c) any computer, system, internet or other equipment failure or malfunction caused by any computer virus, hacking, cyber-attacks, or other use or infiltration of the Custodian's technological infrastructure exceeding authorized limits, or the malfunction or failure of any communications medium, (d) any interruption of the power supply or other utility service, (e) any strike, lockout, or

Paul Nhuoff

other work stoppage, whether partial or total, (f) any delay or disruption resulting from or reflecting the occurrence of any Country or Sovereign Risk (as defined below), (g) any disruption of, or suspension of trading in, the securities, commodities or foreign exchange markets, whether or not resulting from or reflecting the occurrence of any Country or Sovereign Risk (as defined below), (h) any encumbrance on the transferability of a currency or a currency position on the actual settlement date of a foreign exchange transaction, whether or not resulting from or reflecting the occurrence of any Country or Sovereign Risk (as defined below), (i) orders or restraints of any kind by the government of the United States or of any State or any of their departments, agencies, political subdivisions or officials, including but not limited to, quarantine restrictions, epidemics, pandemics, war, terrorism or riots, or (j) any other cause similarly beyond the reasonable control of the Custodian.

(ii) Country Risk shall mean, with respect to the acquisition, ownership, settlement or custody of investments in a jurisdiction, all risks relating to, or arising in consequence of, systemic and markets factors affecting the acquisition, payment for or ownership of investments including (a) the prevalence of crime and corruption, (b) the inaccuracy or unreliability of business and financial information, (c) the instability or volatility of banking and financial systems, or the absence or inadequacy of an infrastructure to support such systems, (d) custody and settlement infrastructure of the market in which such investments are transacted and held, (e) the risk of the bankruptcy or insolvency of banking agents, counterparties to cash and securities transactions, registrars or transfer agents, and (f) the existence of market conditions which prevent the orderly execution or settlement of transactions or which affect the value of assets.

(iii) Sovereign Risk shall mean, in respect of any jurisdiction, including the United States of America, where an investment is acquired or held hereunder, (a) any act of war, terrorism, riot, insurrection, revolution or civil commotion, (b) the imposition of any investment, repatriation or exchange control restrictions by any governmental authority, (c) the confiscation, expropriation, nationalization, or seizure of any investment or cash deposit by any governmental authority, whether de facto or de jure, (d) any devaluation or revaluation of the currency, (e) the imposition of taxes, levies or other charges affecting investments or cash deposits, (f) any change in any applicable law, or (g) any other economic or political risk incurred or experienced, including acts of civil or military authorities

(iv) The failure of any third party including: (a) any issuer of investments or book-entry agent or other agent of an issuer; (b) any counterparty with respect to any investment or asset, including any issuer of exchange-traded or other futures, option, derivative or commodities contract; (c) failure of an investment adviser or other agent of the Principal; or (d) failure of other third parties similarly beyond the control or choice of the Custodian.

(v) Reliance by the Custodian upon or inaccuracies in information received from issuers of investments or agents of such issuers, information received from the Principal or from other commercially reasonable sources provided that the Custodian has relied upon such information in good faith, or for the failure of any commercially reasonable information provider.

(vi) Any action by the Custodian in accordance with an Instruction from the Principal or its agents.

(vii) The limitations inherent in the rights, transferability or similar investment characteristics of a given investment held in an Account.

## **VII. MISCELLANEOUS PROVISIONS.**

1. This Agreement and the exhibits and/or other schedules attached hereto, constitutes the entire agreement between the Principal and the Custodian and (i) supersedes any other oral or written agreements heretofore in effect between the Principal and the Custodian with respect to the subject matter hereof and (ii) shall supersede any other oral or written agreements executed hereafter between the Principal and the Custodian, except to the extent any such hereafter executed agreement specifically states that it shall supersede this Agreement. The Custodian shall have no duties or obligations whatsoever, except such duties and obligations as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against the Custodian. This Agreement has been reviewed by the Principal's counsel and the Principal represents and warrants that this Agreement is valid under all applicable state laws, rules and regulations concerning the custody of the funds being held, or to be held, pursuant to the terms of this Agreement.
2. This Agreement may not be modified, amended or supplemented at any time other than by written instrument executed by the Custodian and the Principal.
3. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF; EXCEPT THAT IF THE CUSTODIAN PROVIDES SERVICES AT ONE OF THE CUSTODIAN'S LOCATIONS OUTSIDE OF OHIO, THEN THE LAW OF THE STATE WHERE THE CUSTODIAN PROVIDED SERVICES TO THE PRINCIPAL WILL APPLY. NO EFFECT WILL BE GIVEN TO STATE LAW CHOICE OF LAW PROVISIONS. PROVIDED, HOWEVER, THAT THE CUSTODIAN SHALL BE UNDER NO OBLIGATION TO DETERMINE WHETHER OR NOT ANY INSTRUCTIONS GIVEN TO IT BY THE PRINCIPAL OR THE PRINCIPAL'S AGENTS ARE CONTRARY TO ANY APPLICABLE PROVISIONS OF LAW. FURTHERMORE, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
4. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by the Principal or by the Custodian without the consent of the other party, and no attempted assignment by the Principal or the Custodian shall be effective without the written consent of the other party hereto; provided further, that any corporation, association or other entity into which the Custodian may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its custody services assets and businesses or any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and

become successor Custodian hereunder, as applicable, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

5. Each party agrees that only the parties to this agreement and /or their successors in interest shall have a right to enforce the terms of this Agreement. Accordingly, no Beneficial Owner or other third party shall have any rights or remedies under this Agreement and such rights are explicitly disclaimed by the parties.
6. The headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.
7. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.
8. Notices shall be sent to the following addresses:

**Principal:**

**Phone:**

**E-mail:**

Custodian: The Huntington National Bank, as Custodian  
Attn: Custody Team  
7 Eaton Oval  
EA5W72  
Columbus, Ohio 43219  
Phone: 614.331.5597  
E-mail: [Trust.Custody.Mailbox.Access@huntington.com](mailto:Trust.Custody.Mailbox.Access@huntington.com)

Any party may change its address for receipt of Notices upon Notice to the other parties.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but each such counterpart shall, together, constitute only one instrument. This Agreement shall become effective when one or more counterparts have been signed and delivered by the Principal and the Custodian. The parties agree that the electronic signature of a party to this Agreement, which is provided by the electronic signing service DocuSign and initiated by the Custodian, shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.



10. The Principal hereby acknowledges that the Custodian is subject to federal laws, including the CIP requirements under the USA Patriot Act and its implementing regulations, pursuant to which the Custodian must obtain, verify and record information that allows the Custodian to identify the Principal. Accordingly, prior to opening any Account for the Principal hereunder, the Custodian will ask the Principal to provide certain information including, but not limited to, name, address, tax identification number and other information that will help the Custodian to identify and verify the Principal's identity, such as organizational documents, certificates of good standing, licenses to do business, and other pertinent identifying information.

### VIII. BACKUP WITHHOLDING

Under the penalties of perjury, the Principal certifies (by initialing the following) that:

a. \_\_\_\_\_ The number shown at the end of this document is the Principal's correct Taxpayer Identification Number **and**

b. \_\_\_\_\_ The Principal is not subject to backup withholding because (I) the Principal is exempt from backup withholding, or (ii) the Principal has not been notified by the Internal Revenue Service (IRS) that the Principal is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified the Principal that the Principal is no longer subject to backup withholding.

NOTE: If the Principal **is** subject to backup withholding, paragraph VIII.b., above is to be lined out.

The Principal's Taxpayer Identification Number: \_\_\_\_\_

Balance of Page Left Blank Intentionally – Signature Page and Exhibits to Follow.

**IN WITNESS WHEREOF**, the Parties hereto have subscribed their name to duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

The Huntington National Bank, as Custodian

Principal

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

## Exhibit A – Schedule of Fees

### Services and Fees

#### **Transaction Fee:**

DTC & Fed Eligible Items	\$0.00/Transaction
Non-DTC & Fed Eligible Items	\$0.00/Transaction
Mortgage Backed Securities & Private Placements	\$0.00/Transaction
Mortgage Backed Securities & Private Placement Payments	\$0.00/Transaction
Options	\$0.00/Transaction
Repurchase Agreements	\$0.00/Transaction
Foreign Securities (depending on country)	\$20-350.00/Transaction*

\*\*global fee schedule can be provided upon request

#### **Administrative Domestic Fee**

Flat Market Value Fee	.75 Basis Points
Annual Minimum Fee	Waived

#### **Wire Transfer Fee:**

Outgoing Wires	\$0.00/wire (up to 10 monthly - \$10/wire thereafter)
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#### **Physical Check Fee:**

Physical Check	\$0.00/transaction
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#### **Funds Transfer Fee:**

To/From DDA & trust account(s)	No Charge
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#### **Internet Access:**

Online access to trust account activity	No Charge
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#### **Reporting**

Custom	\$150/ hour
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#### **Statements**

Standard	No Charge
Online	No Charge



## Terms of Proposal

Final acceptance of the appointment as custodian is subject to approval of authorized officers of The Huntington National Bank and full review and execution of all documentation related hereto. The Huntington National Bank reserves the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

## Extraordinary Fees

The fees and expenses for performing extraordinary or other services not contemplated at the time of the execution of the Custody Agreement or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and will be charged at the Custodian's sole discretion. These extraordinary services may include, but are not limited to, supplemental agreements, consents, the preparation of special or interim reports, participating in or responding to, legal, governmental agency, bankruptcy or arbitration proceedings, actions, subpoenas, meetings etc. Administrative and internal counsel extraordinary fees will be charged at an hourly rate in effect at the time the services are rendered. Fees and expenses of our representatives, counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed. No extraordinary fees would be assessed without discussion and approval between the client and Huntington National Bank.

## Customer Notice Required of the USA PATRIOT ACT

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with The Huntington National Bank, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**AUTHORIZED SIGNATURE FORM**

The following persons are authorized to direct transactions in the accounts:

Name	Title	Signature	Phone Number(s)
Paul Neuhoff	CFO		(830) 372-1930

Client likewise authorizes the Custodian to rely upon written instructions from such person with respect to matters for which, as the case may be, are responsible under terms of the accounts and by law until its receipt of signature cards and authority with respect to other person(s) to serve in such capacity.

Signature: \_\_\_\_\_

Name: Paul Neuhoff \_\_\_\_\_

Title: CFO \_\_\_\_\_

Date: \_\_\_\_\_



**CASH MANAGEMENT ELECTION FORM**

**Account Name:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

Un-invested cash is available to purchase money market funds that may be used for the temporary investment of cash. Huntington offers a cash management service which sweeps cash into a designated money market fund when the level of un-invested cash in the account exceeds a predetermined amount\*. Attached please find a list of money market funds available for sweep and provide your preferred choice below.

**Un-invested cash is to be swept into the following:**

Fund Ticker/Cusip: \_\_\_\_\_

Fund Name: \_\_\_\_\_

<u>Fund Name</u>	<u>Cusip</u>	<u>Ticker</u>	<u>Manual Trade Deadline</u>	<u>Overnight Sweep</u>
Huntington Corporate Trust & Custody Deposit	608993583	HCDA	5:00 PM	Y
Morgan Stanley Inst Liquidity Fund Govt Fund	61747C608	MAYXX	3:15 PM	Y
Fidelity Investments Money Market Treasury Portfolio	316175884	FCSXX	3:15 PM	Y
Federated Government Obligations Fund	60934N104	GOIXX	3:15 PM	Y
Goldman Sachs Treas Inst Funds	38142B500	FTIXX	2:30 PM	Y
Goldman Sachs Government Fund	38141W273	FGTXX	3:15PM	Y

**ACKNOWLEDGMENT AND APPROVAL**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*The following liquidity investments may be held on our custody platform as a sweep vehicle in your custodial account at your direction. The availability of these funds on our custody platform does not constitute a recommendation by Huntington Bank of any particular fund. Huntington Bank does not monitor the performance of third-party money market funds, makes no recommendations as to their suitability, and has no investment authority over your custodial account.



**Client Account Information**

**Company Name:** Navarro ISD

**Company Address:** 6450 N State Hwy 123, Sequin, TX 78155

**Company Phone:** (830) 372-1930

**EIN:** \_\_\_\_\_ **Year Founded** \_\_\_\_\_

**Number of Employees** \_\_\_\_\_

**Business Description:** Public School

**Contact Information**

<b>Name</b>	<b>Title</b>	<b>Phone</b>
<u>Paul Neuhoff</u>	<u>CFO</u>	<u>(830) 372-1930</u>

**E-Mail**  
paul.neuhoff@nisd.us

<b>Name</b>	<b>Title</b>	<b>Phone</b>
_____	_____	_____

**E-Mail**  
\_\_\_\_\_

<b>Name</b>	<b>Title</b>	<b>Phone</b>
_____	_____	_____

**E-Mail**  
\_\_\_\_\_

<b>Name</b>	<b>Title</b>	<b>Phone</b>
_____	_____	_____

**E-Mail**  
\_\_\_\_\_