SWEEP AGREEMENT

1. INVESTMENT, LOAN ADVANCE, AND LOAN PAY DOWN AUTHORIZATION. The Customer named on the Sweep Application ("Application") authorizes Bank to debit and credit the Checking Account listed on the Application in accordance with the sweep arrangement described in this Agreement. Customer understands that UnionBanc Investment Services LLC ("Investment Services") has entered into an agreement with National Financial Services LLC ("NFS"), a NYSE member firm, for all investment transactions involving mutual funds and all trades for retail and institutional client! fund brokerage transactions and that a Sweep Account will be opened at NFS on Customer's behalf for the purposes set forth in this Agreement.

DEFINITIONS. For the purposes of the Sweep Agreement, the following are defined terms:

- Anticipatory Purchases means the Bank purchased shares of the Mutual Fund on Customer's behalf and funded by Bank due to timing differences in the processing of checking accounts and the closing time for Mutual Fund purchases.
- Business Day means any day on which Bank is open for general business other than a Saturday, Sunday, or a legal holiday. Mutual Fund investment transactions can take place on any day that both the Bank and the New York Stock Exchange are open for business. Overnight investments, loan advances, and loan pay downs can take place on any Business Day.
- Checking Account means the checking account designated by the Customer on the Sweep Application.
- Collected Balance means the Checking Account ending ledge balance less float.
- Fund, Fund Balance, for Investment Vehicles consisting of Mutual Funds, means the balance in the Sweep Account which consists of the dollar value of the net total of Mutual Fund purchases and redemptions made on Customer's behalf plus dividends. Customer's daily Fund Balance will be recorded by Bank and identified as available funds for Customer's current day transactions on all days that both Bank and the New York Stock Exchange are open for business.
- Investment Vehicle means the investment selected by the Customer on the Application:
  - Mutual Fund means the money market mutual fund made available by Bank and Investment Services and selected by the Customer.
  - Repurchase Agreement means an investment made in accordance with the terms of the Bank's Master Repurchase Agreement, the terms of which are incorporated into this Agreement and which the Customer shall be deemed to have entered into by signing the Application and selecting Repurchase Agreements as an Investment Vehicle.
- Loan Obligation means the loan obligation of Customer to Bank referenced in the Application and all modifications, renewals and substitutions thereof.
- Minimum Investment Amount means $100,000 for Repurchase and Overnight Deposits and $1,000 for Mutual Funds.
- Sweep Account means an account which is linked to other accounts from which balances are moved into the Sweep Account.

Two Way Sweep means a sweep feature that includes a loan advance or loan pay down and investment transactions.

2. SWEEP SERVICE. On each Business Day, Bank will determine the Collected Balance in the Checking Account for the previous Business Day and deduct the amount specified in the Application as the Target Balance.

When the sweep feature selected on the Application is "Two Way Sweep", sweep transactions will be handled in the following order:

- Collected Balances in the Checking Account in excess of the Target Balance are first transferred to pay down the Loan Obligation.
- When the outstanding loan balance reaches zero, Collected Balances in the Checking Account in excess of the Target Balance will be invested on the Customer's behalf and in increments of $1,000 in the Investment Vehicle designated on the Application, provided such Collected Balance in excess of the Target Balance meets or exceeds the Minimum Investment Amount.
- When the Collected Balance in the Checking Account is less than the Target Balance and the Investment Vehicle is a Mutual Fund, the Bank will redeem the Mutual Fund, in increments of $1,000, up to the amount invested in the Mutual Fund.
- When additional funds are required to maintain the Target Balance in the Checking Account, the Bank is authorized and directed to advance funds, up to the line available under the Loan Obligation, sufficient to restore the Collected Balance in the Checking Account to the Target Balance.

When the sweep feature selected on the Application indicates "Investment Only", Collection Balances in excess of the Target Balance will be invested on the Customer's behalf by the Bank, in increments of $1,000, in the Investment Vehicle designated on the Application, provided such Collected Balance in excess of the Target Balance meets or exceeds the Minimum Investment Amount. When the Collected Balance in the Checking Account is less than the Target Balance and the Investment Vehicle is a Mutual Fund, the Bank will redeem the Mutual Fund, in increments of $1,000, up to the amount invested in the Mutual Fund.

When the sweep feature selected on the Application indicates "Loan Only," Bank is authorized to advance funds only if the Collected Balance in the Checking Account is in excess of the indicated Target Balance to pay down the Customer's Loan Obligation referenced on the Application.

In the event that the Collected Balance in the Checking Account is less than the Target Balance, Bank is authorized and directed to advance funds from the Customer's Loan Obligation in an amount sufficient to restore the Collected Balance to the Target Balance.

Loan Obligation pay downs and advances are subject to the terms and conditions of the loan documents between Customer and Bank. There are restrictions on the types of loans that are eligible for the Sweep Service. The Customer shall remain liable for all principal and interest with respect to its Loan Obligation even if the Sweep Service does not function as described.

All Mutual Fund investments and redemptions, loan pay downs and advances, and overnight investment purchases (and the respective credits and debits to the Checking Account) will be posted the following Business Day with an effective date of the prior Business Day.

Overnight Deposit and Repurchase Agreements mature on the first Business Day following the date Bank made such investment, at which time the principal amount of the investment plus any interest, will be automatically credited by Bank to the Checking Account. Customer's account analysis balance will be adjusted accordingly, if applicable.

Customer may be required to maintain a compensating balance. This compensating balance is not eligible for earnings credits on Customer's account analysis.

3. MAXIMUM GUARANTEED INVESTMENT AVAILABILITY AMOUNT. Collected Balances in the Checking Account over the Maximum Guaranteed Investment Availability Amount specified on the Application will be invested by the Bank, on the Customer's behalf, only if, for Mutual Funds, sufficient Anticipatory Purchases exist; or, only if, for Repurchase Agreements, Bank has sufficient collateral to cover all obligations.

4. ANTICIPATORY PURCHASES. Customer understands that the Bank will act as Customer's agent and, as agent, may from time to time make Anticipatory Purchases of shares of the Mutual Fund on Customer's behalf. Once the actual amount of the investment, plus any interest, is calculated for Customer's Sweep Account funds, Customer's Checking Account will be used to repay Bank for the Anticipatory Purchases made on Customer's behalf.

5. DIVIDENDS/INTEREST. Mutual Fund dividends are accrued daily and paid monthly. Any dividends will be credited to the Sweep Account once a month in the form of additional shares. Interest paid in connection with Repurchase and Overnight Investments options are based on the Overnight Fed Funds bid rate on the date of investment purchase and the rates may vary based on the balance invested. Interest is calculated based on a 360 day year and is paid at maturity.

6. STATEMENTS/CONFIRMATIONS. A Sweep Account statement will be sent to Customer each month, or more frequently, as required. In the case of Mutual Funds, the statement may be in more than one separate part.

7. APPLICABLE RULES AND REGULATIONS. All Mutual Fund transactions are subject to the rules, regulations, and usages of the exchange or market (and its clearing house, if any) where executed, and any applicable federal or state laws, rules and regulations.

8. SECURITY INTEREST. All securities and other property now or hereafter held, carried or maintained by NFS for any of the accounts of the Customer now or hereafter opened, shall be subject to a lien for the discharge of all indebtedness and other obligations of the Customer to Bank and its subsidiaries or affiliates, and are held, carried or maintained for the purpose of securing the payment of any of the obligations of the Customer to Bank and its subsidiaries or affiliates. Bank shall have the right to sell, assign or transfer securities and any other property so held and the proceeds from such sales will be applied to any of the obligations of the Customer whenever in Bank's judgment Bank considers such a transfer necessary for the enforcement of a lien. Additionally, Customer grants to Bank a security interest in all deposit accounts maintained at Bank by Customer to secure performance of Customer's obligations under this Agreement.

9. PAYMENT UPON DEMAND. Customer will at all times be liable for the payment upon demand of any debt balance in or in other obligation relating to the Sweep Account. If after demand, Customer fails to pay any amounts owing, Bank or Investment Services may close Customer's Sweep Account and liquidate the assets in an amount sufficient to pay Customer's indebtedness.

10. CUSTOMER ACKNOWLEDGMENT. Customer acknowledges and understands:

- If the Investment Vehicle is Repurchase Agreements, then the investments will be made in accordance with the terms of the Master Repurchase Agreement.
- Neither Bank, Investment Services, nor NFS provides investment advice for the purchase or sale of securities in connection with the Sweep Account, nor do they give advice or offer any opinion with respect to the suitability of any security or investment vehicle selected by Customer.

Customer further understands that fund balances held in the Sweep Account:

- are not insured by the FDIC or any other governmental agency
- are not deposits in or obligations of Union Bank of California, N.A. or any affiliate
- are not guaranteed by Union Bank of California, N.A. or UnionBanc Investments Services LLC, or any other affiliate, and that Bank and its affiliates perform various roles in connection with the HighMark Funds including without limitation, investment advisory, sub-administrator, custodian, accounting, sub-custodian, transfer agent, and highmark servicing agent, and that Bank and its affiliates receive fees from HighMark Funds for such services. HighMark Capital Management, Inc. is a subsidiary of Union Bank of California, N.A. and serves as investment adviser for HighMark Funds.
11. ACCOUNT PROTECTION: All customer accounts at Investment Services are carried by NFS, a Fidelity Investments company, and receive $99.5 million account protection in addition to the $500,000 provided by the Securities Investor Protection Corporation (SIPC). Customers are therefore protected against the loss of securities in amounts up to $100 million, of which $100,000 may be in cash. SIPC generally protects Customers against the physical loss of securities certificates if the broker-dealer holding the securities for the Customer fails. It does not protect against market or investment loss.

12. LIMITATION OF LIABILITY. In the event that Bank or Investment Services is unable to place funds in an Investment Vehicle on any given day, Customer will be compensated for the value of the amount not invested by way of Account Analysis earnings credits. Bank's and Investment Services' liability to Customer for any damage, loss, or liability, regardless of the form, shall not exceed the fees and charges incurred by Customer in connection with the Sweep Service for the one (1) month period prior to the time damages are suffered. The fees charged to Customer for the performance of the Sweep Service shall be deemed to have been established in contemplation of these limitations on liability. Bank or Investment Services will not be liable for any damage, loss, liability or delay caused by: (a) the action or inaction of Customer or its agents, by accidents, strikes, fires, floods, wars, rot, equipment breakdowns, electrical, mechanical or communication line failure, acts of God, acts or omission of third parties, market volatility, trading volumes, or any cause which is beyond the Bank's reasonable control.

13. PRESUMPTION OF RECEIPT OF COMMUNICATIONS. Communications may be sent to the address given on the Application or at such other address as Customer may later specify in writing. Customer agrees to notify Bank immediately of any errors or discrepancies between Customer's records and the information Bank provides concerning Customer's accounts or transactions. If Customer does not notify Bank of any errors within a reasonable time (not to exceed 14 days) of the statement mailing date, the statement will be considered correct.

14. FEES. Customer agrees to pay fees as disclosed to Customer from time to time. Fees may be changed upon thirty days' prior written notice.

15. TERMINATION. This Agreement may be terminated upon thirty days' prior written notice by any party to the others, or immediately if the Checking Account is closed. Termination will not affect the rights or duties of any party arising out of transactions occurring prior to termination. In the event of termination, all Materials Furnished shall be surrendered by Customer to Bank.

16. SEVERABILITY. In the event any provision of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT. This Agreement, the Sweep Application, the Mutual Fund Agreement, the Master Repurchase Agreement, the Authorization to Pay Client's (a) All parties to this Agreement are giving up their right to sue each other at law. (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 timely filed in court may be barred by the arbitration forum's rules. (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 LLC that contains claims that are subject to arbitration pursuant to this predispute arbitration agreement, UnionBanc Investment Services LLC may seek to compel arbitration of the claims that are subject to arbitration; provided that UnionBanc Investment Services LLC 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 either the New York Stock Exchange, Inc., or National Association of Securities Dealers, Inc., as the Customer may designate. If the Customer does not notify UnionBanc Investment Services LLC in writing within five (5) days after either he or she receives from UnionBanc Investment Services LLC a written demand for arbitration, then the Customer authorizes UnionBanc Investment Services LLC 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 pre-dispute arbitration agreement against any person who has not informed the arbitrator that he or she intends to bring such a class action.

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.

Notice to National Underwritten Services LLC

This is to advise you that the undersigned Customer has instructed UnionBanc Investment Services LLC to establish, on its behalf and as our agent, an account with you ("Account"). We hereby appoint UnionBanc Investment Services LLC as our exclusive agent to act for and on our behalf with respect to all matters regarding the Account. We acknowledge that no fiduciary relationship exists. You shall not be solely to UnionBanc Investment Services LLC (and/or Union Bank of California, N.A.) with respect to orders or instructions regarding the Account. Any such communications delivered to UnionBanc Investment Services LLC shall be deemed to have been delivered to us. We 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) regarding the Account. The foregoing shall be effective as to the Account until written notice to the contrary is received by you and UnionBanc Investment Services LLC.

TO UNIONBANC INVESTMENT SERVICES LLC AND NFS:

Customer understands that NFS will disclose Customer's name to issuers of securities if securities are held in the Sweep Account so that Customer can receive the dividends or interest or other distributions due to Customer. This disclosure is permitted by the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder. Customer understands that any such disclosure made by NFS will not constitute the giving of professional or investment advice which is available only to customers who are investors in specific securities held in the Sweep Account, and will not provide for, or create, any fiduciary relationship between Customer and NFS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed in their name and on their behalf by their respectively duly authorized representatives on this day of

Customer: By: 
Title: By: 
UNION BANK OF CALIFORNIA, N.A.

UNIONBANC INVESTMENT SERVICES LLC

By: 
Title: