Custody Agreements

Applicant Name: Contractors Bonding and Insurance Company

NAIC No. 37206
FEIN: 91-1082952

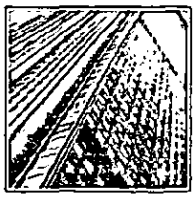
Item 11: Custody Agreements

Contractors Bonding and Insurance Company has only one custody agreement related to its stocks, bonds or other physical or book entry securities. These items are in possession of JP Morgan Chase. A copy of said custody agreement and subsequent amendment are attached.

DOMESTIC CUSTODY AGREEMENT
BETWEEN
CONTRACTORS BONDING AND
INSURANCE COMPANY
AND
JPMORGAN CHASE BANK, N.A.

WORLDWIDE SECURITIES SERVICES

jpmorgan.com



J.P.Morgan

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Domestic Custody Agreement

This Agreement, dated , 2011, is between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION** ("J.P. Morgan"), with a place of business at 1111 Polaris Parkway Columbus, OH 43240; and **CONTRACTORS BONDING AND INSURANCE COMPANY** (the "Customer") with a place of business at 1213 Valley Street, Seattle, Washington 98109.

1. Intention of the Parties; Definitions

1.1 Intention of the Parties

(a) This Agreement sets out the terms on which J.P. Morgan will be providing custodial, settlement and other associated services to the Customer. J.P. Morgan will be responsible for the performance of only those duties set forth in this Agreement.

(b) The Customer acknowledges that J.P. Morgan is not providing any legal, tax or investment advice in connection with the services under this Agreement.

(c) It is the intention of the parties that the services offered by J.P. Morgan under this Agreement with respect to the custody of Securities and related settlement services will be limited to Securities that are issued in the United States ("U.S.") by an issuer that is organized under the laws of the U.S. or any state thereof, or that are both traded in the U.S. and eligible for deposit in a U.S. Securities Depository.

(d) The terms and conditions of this Agreement are applicable only to the services which are specified in this Agreement. Other services are subject to separate terms and conditions, which J.P. Morgan will make available to the Customer upon request.

1.2 Definitions; Interpretation

(a) As used herein, the following terms have the meaning hereinafter stated.

"Account" has the meaning set forth in Section 2.1 of this Agreement.

"Affiliate" means an entity controlling, controlled by, or under common control with, J.P. Morgan or the Customer, as the case may be.

"Applicable Law" means any applicable statute, treaty, rule, regulation or common law and any applicable decree, injunction, judgment, order, formal interpretation or ruling issued by a court or governmental entity.

"Authorized Person" means any person who has been designated by written notice from the Customer in the form as provided by J.P. Morgan (or by written notice in the form as provided by J.P. Morgan from any agent designated by the Customer, including, without limitation, an investment manager) to act on behalf of the Customer under this Agreement and any person who has been given an access code by a security administrator appointed by the Customer which allows the provision of Instructions. Such persons will continue to be Authorized Persons until such time as J.P. Morgan receives and has had reasonable time to act upon Instructions from the Customer (or its agent) that any such person is no longer an Authorized Person.

"Cash Account" has the meaning set forth in Section 2.1(a) (ii).

"Confidential Information" means and includes all non-public information concerning the Customer or the Accounts which J.P. Morgan receives in the course of providing services under this Agreement. Nevertheless, the term Confidential Information shall not include information which is or becomes available to the general public by means other than J.P. Morgan's breach of the terms of this Agreement or information which J.P. Morgan obtains on a non-confidential basis from a person who is not known to be subject to any obligation of confidence to any person with respect to that information.

"Corporate Action" means any subscription right, bonus issue, stock repurchase plan, redemption, exchange, tender offer, or similar matter with respect to a Financial Asset in the Securities Account that requires discretionary action by the beneficial owner of the Financial Asset, but does not include rights with respect to class action litigation or proxy voting.

"Entitlement Holder" means the person named on the records of a Securities Intermediary as the person having a Securities Entitlement against the Securities Intermediary.

"Financial Asset" means a Security and refers, as the context requires, either to the asset itself or to the means by which a person's claim to it is evidenced, including a Security, a security certificate or a Securities Entitlement. **"Financial Asset"** does not include cash.

"Instruction" means an instruction that has been verified in accordance with a Security Procedure or, if no Security Procedure is applicable, which J.P. Morgan believes in good faith to have been given by an Authorized Person.

"J.P. Morgan Indemnitees" means J.P. Morgan, its Affiliates, its nominees, directors, officers, employees and agents.

"Liabilities" means any liabilities, losses, claims, costs, damages, penalties, fines, obligations, taxes (other than taxes based solely on J.P. Morgan's income), or expenses of any kind whatsoever (including, without limitation, reasonable attorneys', accountants', consultants' or experts' fees and disbursements).

"Securities" means shares, stocks, debentures, bonds, notes or other like obligations, whether issued in certificated or uncertificated form, and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same that are commonly traded or dealt in on securities exchanges or financial markets or other obligations of an issuer, or shares, participations and interests in an issuer recognized in the country in which it is issued or dealt in as a medium for investment and any other property as may be acceptable to J.P. Morgan for the Securities Account.

"Securities Account" means each Securities custody account on J.P. Morgan's records to which Financial Assets are or may be credited under this Agreement.

"Securities Depository" means any securities depository, dematerialized book entry system or similar system for the central handling of Securities

"Security Entitlement" means the rights and property interests of an Entitlement Holder with respect to a Financial Asset as set forth in Part 5 of Article 8 of the Uniform Commercial Code of the State of New York, as the same may be amended from time to time.

"**Security Intermediary**" means J.P. Morgan, a Securities Depository and any other financial institution which in the ordinary course of business maintains Securities custody accounts for others and acts in that capacity.

"**Security Procedure**" means a security procedure to be followed by the Customer upon the issuance of an Instruction and/or by J.P. Morgan upon the receipt of an Instruction, so as to enable J.P. Morgan to verify that such Instruction is authorized, as set forth in service level documentation in effect from time to time between the parties with respect to the services set forth in this Agreement, or as otherwise agreed in writing by the parties. A Security Procedure may, without limitation, involve the use of algorithms, codes, passwords, encryption or telephone call backs, and may be updated by J.P. Morgan from time to time upon notice to the Customer. The Customer acknowledges that the Security Procedure is designed to verify the authenticity of, and not detect errors in, Instructions. For the avoidance of doubt, the parties agree that a SWIFT message issued in the name of the Customer through any third party utility agreed upon by the parties as being a method for providing Instructions and authenticated in accordance with that utility's customary procedures shall be deemed to be an authorized Instruction.

(b) Headings are for reference and convenience only and are not intended to affect interpretation.

(c) References to Articles and Sections are to Articles and Sections of this Agreement and references to sub-sections and paragraphs are to sub-sections of the Sections and paragraphs of the sub-sections in which they appear.

(d) Unless the context requires otherwise, references in this Agreement to "persons" shall include legal as well as natural entities; references importing the singular shall include the plural (and vice versa); use of the generic masculine pronoun shall include the feminine; use of the term "including" shall be deemed to mean "including but not limited to," and references to appendices and numbered sections shall be to such addenda and provisions herein; all such addenda are hereby incorporated in this Agreement by reference.

2. What J.P. Morgan is Required to Do

2.1 Set Up Accounts

(a) J.P. Morgan will establish and maintain the following accounts ("Accounts"):

(i) one or more Securities Accounts in the name of the Customer (or in another name requested by the Customer that is acceptable to J.P. Morgan) for Financial Assets, which may be held by J.P. Morgan or a Securities Depository for J.P. Morgan on behalf of the Customer, including as an Entitlement Holder; and

(ii) one or more accounts in the name of the Customer (or in another name requested by the Customer that is acceptable to J.P. Morgan) ("Cash Account") for any and all cash received by or on behalf of J.P. Morgan for the account of the Customer.

(b) At the request of the Customer, additional Accounts may be opened in the future, and such additional Accounts shall be subject to the terms of this Agreement.

(c) Financial Assets credited to the Securities Accounts shall be withdrawable or

transferable upon the Customer's Instructions subject to the further terms and conditions of this Agreement.

(d) In the event that the Customer requests the opening of any additional Account for the purpose of holding collateral pledged by the Customer to a securities exchange, clearing corporation, or other central counterparty (a "Counterparty") to secure trading activity by the Customer, or the pledge to a Counterparty of cash or individual Securities held in an Account, that Account (or the pledged cash or Securities) shall be subject to the collateral arrangements in effect between J.P. Morgan and the Counterparty in addition to the terms of this Agreement.

(e) J.P. Morgan's obligation to open Accounts pursuant to Section 2.1(a) is conditional upon J.P. Morgan receiving such of the following documents as J.P. Morgan may require:

(i) a certified copy of the Customer's constitutional documents as currently in force;

(ii) evidence reasonably satisfactory to J.P. Morgan of the due authorization and execution of this Agreement by the Customer (for example by a certified copy of a resolution of the Customer's board of directors or equivalent governing body, substantially in the form set out in Schedule 4);

(iii) J.P. Morgan's standard form fund manager mandate completed by fund manager designated by the Customer; and

(iv) in the case of any Account opened in a name not that of the Customer, documentation with respect to that name similar to that set forth in sub-sections (i) - (iii).

(f) J.P. Morgan reserves the right to reverse any transactions that were credited to the Accounts due to mis-posting and other similar causes.

2.2 Cash Account

(a) Any amount standing to the credit of the Cash Account is a debt due to the Customer from J.P. Morgan as banker. Except as otherwise provided in Instructions reasonably acceptable to J.P. Morgan, all cash held in the Cash Account will be deposited during the period it is credited to the Accounts in one or more deposit accounts at J.P. Morgan.

(b) Any amounts credited by J.P. Morgan to the Cash Account on the basis of a notice or an interim credit from a third party, may be reversed if J.P. Morgan does not receive final payment in a timely manner. J.P. Morgan will notify the Customer promptly of any such reversal.

(c) Whenever the Customer instructs J.P. Morgan to do so, J.P. Morgan will arrange for the automatic investment of cash in the Cash Account in mutual funds (including, without limitation, the JPMorgan Money Market Funds and any other mutual fund with respect to which J.P. Morgan or an Affiliate of J.P. Morgan serves as an investment adviser, administrator, shareholder servicing agent, and/or custodian or subcustodian, and regardless of whether or not J.P. Morgan or its Affiliate receives any fees for

services rendered to any such mutual fund in addition to the fees received by J.P. Morgan pursuant to this Agreement; all of which such fees J.P. Morgan is specifically authorized to retain) which J.P. Morgan makes available for such purposes and which the Customer selects through Instructions to J.P. Morgan. Furthermore, in this regard, J.P. Morgan is directed automatically to arrange for the redemption of such mutual fund shares as may be necessary to avoid any potential overdraft hereunder that J.P. Morgan perceives, based upon the information available to J.P. Morgan at the time of such redemption or withdrawal. The Customer agrees that it will read the prospectus for any mutual fund prior to investing and acknowledges that investments in mutual fund shares are not insured by the Federal Deposit Insurance Corporation ("FDIC") and are not obligations of or guaranteed by J.P. Morgan. The Customer further acknowledges that certain services for which J.P. Morgan is paid fees by mutual funds in which the Customer invests may overlap with the services J.P. Morgan provides under this Agreement.

(d) With J.P. Morgan's consent, the Customer may use as the Cash Account a separate demand deposit account established by the Customer at J.P. Morgan which is electronically linked to the Securities Account.

2.3 Segregation of Assets; Nominee Name

(a) Financial Assets credited to the Securities Account shall be segregated at all times from, and shall not become a part of, J.P. Morgan's own assets. J.P. Morgan will identify in its books that Financial Assets credited to the Customer's Securities Account belong to the Customer (except as otherwise may be agreed by J.P. Morgan and the Customer). Securities in certificated form held in J.P. Morgan's vault for the Customer's account shall be held separate from the certificated Securities of other customers of J.P. Morgan.

(b) J.P. Morgan is authorized, in its discretion:

(i) to hold in bearer form, such Financial Assets as are customarily held in bearer form or are delivered to J.P. Morgan in bearer form;

(ii) to hold Financial Assets in or deposit Financial Assets with any Securities Depository;

(iii) to hold Financial Assets in omnibus accounts with Securities Depositories and other Securities intermediaries on a fungible basis and to accept delivery of Financial Assets of the same class and denomination as those deposited with J.P. Morgan; and

(iv) to register in the name of the Customer, J.P. Morgan, a Securities Depository, or their respective nominees, such Financial Assets as are customarily held in registered form.

2.4 Settlement of Transactions

Subject to Article 3 and Section 4.2 of this Agreement, J.P. Morgan will act in accordance with Instructions with respect to the settlement of transactions. Settlement of transactions will be conducted in accordance with prevailing standards of the market in

which the transaction occurs. Without limiting the generality of the foregoing, the Customer authorizes J.P. Morgan to deliver Securities or payment in accordance with applicable market practice in advance of receipt or settlement of consideration expected in connection with such delivery or payment, and the Customer acknowledges and agrees that such action alone will not of itself constitute negligence, fraud, or willful misconduct of J.P. Morgan, and the risk of loss arising from any such action will be borne by the Customer. In the case of the failure of the Customer's counterparty (or other appropriate party) to deliver the expected consideration as agreed, J.P. Morgan will contact the counterparty to seek settlement and will notify the Customer of such failure. If the Customer's counterparty continues to fail to deliver the expected consideration, J.P. Morgan will provide information reasonably requested by the Customer that J.P. Morgan has in its possession to allow the Customer to enforce rights that the Customer has against the Customer's counterparty, but J.P. Morgan will not be obliged to institute legal proceedings, file a proof of claim in any insolvency proceeding or take any similar action.

2.5 Contractual Settlement Date Accounting

(a) Should the Customer request to have J.P. Morgan's Contractual Settlement Date Accounting Service, J.P. Morgan will effect book entries on a contractual settlement date accounting basis as described below with respect to the settlement of transactions in those markets where J.P. Morgan generally offers contractual settlement date accounting.

(i) Sales: On the settlement date for a sale, J.P. Morgan will credit the Cash Account with the proceeds of the sale and, if not already delivered, transfer the relevant Financial Assets to an account at J.P. Morgan pending settlement of the transaction.

(ii) Purchases: On the settlement date for a purchase (or earlier, if market practice requires delivery of the purchase price before the settlement date), J.P. Morgan will debit the Cash Account for the settlement amount and credit a separate account at J.P. Morgan. J.P. Morgan then will post the Securities Account as awaiting receipt of the expected Financial Assets. The Customer will not be entitled to the delivery of Financial Assets until J.P. Morgan actually receives them.

Upon request, J.P. Morgan shall provide the Customer with a list of those markets for which it provides contractual settlement date accounting. J.P. Morgan may add markets to or remove markets from such list upon reasonable notice to the Customer. J.P. Morgan reserves the right to restrict in good faith the availability of contractual settlement date accounting for credit or operational reasons.

(b) J.P. Morgan may reverse any debit or credit made pursuant to Section 2.5(a) prior to a transaction's actual settlement, upon notice to the Customer, in cases where J.P. Morgan reasonably believes that the transaction will not settle in the ordinary course within a reasonable time. The Customer will be responsible for any costs or Liabilities resulting from such reversal. The Customer acknowledges that the procedures described in Section 2.5 are of an administrative nature, and J.P. Morgan does not undertake to make loans and/or Financial Assets available to the Customer.

2.6 Actual Settlement Date Accounting

With respect to any settlement of a transaction that is not posted to the Account on the contractual settlement date as referred to in Section 2.5, J.P. Morgan will post such transaction on the date on which the cash or Financial Assets received as consideration for the transaction is actually received and settled by J.P. Morgan.

2.7 Income Collection (AutoCredit®)

(a) J.P. Morgan will monitor information publicly available in the applicable market about forthcoming income payments on the Financial Assets, and will promptly notify the Customer of such information.

(b) Unless the Customer is notified otherwise, J.P. Morgan will credit the Cash Account with income proceeds on Financial Assets on the anticipated payment date, net of any taxes that are withheld by J.P. Morgan or any third party ("AutoCredit") in those markets where J.P. Morgan customarily provides an AutoCredit service. Upon request, J.P. Morgan shall provide the Customer with a list of AutoCredit eligible markets. J.P. Morgan may add markets to or remove markets from the list of AutoCredit markets upon notice to the Customer that is reasonable in the circumstances. J.P. Morgan may reverse AutoCredit credits upon oral or written notification to the Customer if J.P. Morgan believes that the corresponding payment will not be received by J.P. Morgan within a reasonable period or the credit was incorrect.

(c) In markets where J.P. Morgan does not provide an AutoCredit service, income on Financial Assets, net of any taxes withheld by J.P. Morgan or any third party, will be credited only after actual receipt and reconciliation by J.P. Morgan.

(d) J.P. Morgan will use reasonable efforts to contact appropriate parties to collect unpaid interest, dividends or redemption proceeds and notify the Customer of the late payment, but J.P. Morgan will not be obliged to file any formal notice of default, institute legal proceedings, file a proof of claim in any insolvency proceeding or take any similar action.

2.8 Miscellaneous Administrative Duties

(a) Until J.P. Morgan receives Instructions to the contrary, J.P. Morgan will:

(i) present all Financial Assets for which J.P. Morgan has received notice of a call for redemption or that have otherwise matured, and all income and interest coupons and other income items that call for payment upon presentation;

(ii) execute in the name of the Customer such certificates as may be required to obtain payment in respect of Financial Assets; and

(iii) exchange interim or temporary documents of title held in the Securities Account for definitive documents of title.

(b) In the event that, as a result of holding of Financial Assets in an omnibus account, the Customer receives fractional interests in Financial Assets arising out of a Corporate Action or class action litigation, J.P. Morgan will credit the Customer with the amount of cash it would have received had the Financial Assets not been held in an omnibus account, and the Customer shall relinquish to J.P. Morgan its interest in such

fractional interests.

(c) If some, but not all, of an outstanding class of Financial Assets is called for redemption, J.P. Morgan may allot the amount redeemed among the respective beneficial holders of such a class of Financial Assets on a pro rata basis or in a similar manner J.P. Morgan deems fair and equitable.

2.9 Corporate Actions

(a) J.P. Morgan will act in accordance with local market practice to obtain information concerning Corporate Actions that is publicly available in the local market. J.P. Morgan also will review information obtained from sources to which J.P. Morgan subscribes for information concerning such Corporate Actions. J.P. Morgan will promptly provide that information (or summaries that reflect the material points concerning the applicable Corporate Action) to the Customer or its Authorized Person.

(b) J.P. Morgan will act in accordance with the Customer's Instructions in relation to such Corporate Actions. If the Customer fails to provide J.P. Morgan with timely Instructions with respect to any Corporate Action, neither J.P. Morgan nor its nominees will take any action in relation to that Corporate Action, except as otherwise agreed in writing by J.P. Morgan and the Customer or as may be set forth by J.P. Morgan as a default action in the notification it provides under Section 2.9(a) with respect to that Corporate Action.

2.10 Class Action Litigation

Any notices received by J.P. Morgan's corporate actions department about settled securities class action litigation that requires action by affected owners of the underlying Financial Assets will be promptly notified to the Customer if J.P. Morgan, using reasonable care in the circumstances, identifies that the Customer was a shareholder and held the relevant Financial Asset in custody with J.P. Morgan at the relevant time. J.P. Morgan will not make filings in the name of the Customer in respect to such notifications except as otherwise agreed in writing between the Customer and J.P. Morgan. The services set forth in this Section 2.10 are available only in certain markets, details of which are available from J.P. Morgan on request.

2.11 Proxies

(a) J.P. Morgan will monitor information distributed to holders of Financial Assets about upcoming shareholder meetings, promptly notify the Customer of such information and, subject to Section 2.11(c), act in accordance with the Customer's Instructions in relation to such meetings (the "Proxy Voting Service").

(b) The Proxy Voting Service is available only in certain markets, details of which are available from J.P. Morgan on request. Provision of the Proxy Voting Service is conditional upon receipt by J.P. Morgan of a duly completed enrolment form as well as additional documentation that may be required for certain markets.

(c) The Proxy Voting Service does not include physical attendance at shareholder meetings. Requests for physical attendance at shareholder meetings can be made but they will be evaluated and agreed to by J.P. Morgan on a case by case basis.

(d) The Customer acknowledges that the provision of the Proxy Voting Service may be precluded or restricted under a variety of circumstances. These circumstances include, but are not limited to:

(i) the Financial Assets being on loan or out for registration;

(ii) the pendency of conversion or another Corporate Action;

(iii) the Financial Assets being held in a margin or collateral account at J.P. Morgan or another bank or broker, or otherwise in a manner which affects voting;

(iv) local market regulations or practices, or restrictions by the issuer; and

(v) J.P. Morgan being required to vote all shares held for a particular issue for all of J.P. Morgan's customers on a net basis (i.e., a net yes or no vote based on voting instructions received from all its customers). Where this is the case, J.P. Morgan will notify the Customer.

2.12 Statements of Account

(a) J.P. Morgan will provide the Customer with a statement of account for each Account, identifying cash and Financial Assets held in the Account and any transfers to and from the Account. Statements of account may be delivered electronically or on-line over the Internet and are deemed delivered when sent electronically or posted on the Internet. The Customer will review its statement of account and give J.P. Morgan written notice of (i) any suspected error or omission or (ii) non-receipt of a statement of account within a reasonable time after the statement of account is sent or made available to the Customer, as the case may be.

(b) J.P. Morgan shall at all times maintain records that shall identify the Customer as the Entitlement Holder of the Financial Assets in the Customer Securities Account. Any such Financial Assets held indirectly by J.P. Morgan, with a Securities Depository or with another Securities Intermediary shall be separately identified on J.P. Morgan's records as being held for the Customer's account. J.P. Morgan's records shall identify which Financial Assets are held by J.P. Morgan and Securities Depositories and other Securities Intermediaries and the names of such Securities Depositories and other Securities Intermediaries holding such Financial Assets. J.P. Morgan agrees to use reasonable efforts to maintain records sufficient to enable the Customer to determine and verify information concerning the Financial Assets held for the Customer's account, which may be (i) reported in Customer's annual statement and supporting schedules and (ii) required in an audit of the financial statements of Customer. J.P. Morgan agrees to furnish, upon the Customer's request or the request of the insurance department of any state in which the Customer is licensed to do business, a verification certificate (which may be in affidavit form) in sufficient detail to permit adequate identification of the Financial Assets belonging to the Customer as Entitlement Holder and held by J.P. Morgan under the terms of this Agreement. Such certificate shall be signed by a responsible J.P. Morgan official and furnished to the requestor, with a copy to the Customer if the requestor is an insurance department.

(c) The Customer acknowledges that information available to it electronically with respect to transactions posted after the close of the prior business day may not be accurate due to mis-postings, delays in updating Account records, and other causes.

J.P. Morgan will not be liable for any loss or damage arising out of any such information accessed electronically that is subsequently updated or corrected by the close of business on the first business day after the original transaction was posted.

2.13 Access to J.P. Morgan's Records; Reports

(a) J.P. Morgan will allow the Customer's auditors and independent public accountants such reasonable access to the records of J.P. Morgan relating to the Accounts as is required in connection with their examination of books and records pertaining to the Customer's affairs.

(b) J.P. Morgan will, upon reasonable written notice, allow the Customer reasonable access during normal working hours to the records of J.P. Morgan relating to the Accounts. J.P. Morgan may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of such access, and the scope of the records made available. The Customer shall reimburse J.P. Morgan for the reasonable cost of copying, collating and researching archived information.

(c) J.P. Morgan's records relating to the Accounts shall be available for inspection on J.P. Morgan's premises upon reasonable notice to J.P. Morgan during regular business hours by regulatory officials, but only upon J.P. Morgan's receipt of Instruction from an Authorized Person.

(d) Upon the Customer's request, J.P. Morgan will send to the Customer all reports J.P. Morgan receives from Securities Depositories concerning their systems of internal accounting control. Upon the Customer's request, J.P. Morgan will send the annual report (SAS 70 Report) prepared by J.P. Morgan's external auditors on J.P. Morgan's system of internal accounting control of Financial Assets.

2.14 Tax Relief Services

J.P. Morgan will provide tax relief services as provided in Section 8.2.

2.15 Notification

If the Customer has agreed to access information concerning the Accounts through J.P. Morgan's website, J.P. Morgan may make any notifications required under this Agreement by posting it on the website.

3. Instructions

3.1 Acting on Instructions; Method of Instruction and Unclear Instructions

(a) The Customer authorizes J.P. Morgan to accept, rely upon and/or act upon any Instructions received by it without inquiry. The Customer will indemnify the J.P. Morgan Indemnitees against, and hold each of them harmless from, any Liabilities that may be imposed on, incurred by, or asserted against J.P. Morgan Indemnitees as a result of any action or omission taken in accordance with any Instruction.

(b) To the extent possible, instructions to J.P. Morgan shall be sent via electronic instruction or trade information system acceptable to J.P. Morgan or via facsimile

transmission. Where reasonably practicable, the Customer will use automated and electronic methods of sending Instructions.

(c) J.P. Morgan shall promptly notify an Authorized Person if J.P. Morgan determines that an Instruction does not contain all information reasonably necessary for J.P. Morgan to carry out the Instruction. J.P. Morgan may decline to act upon an Instruction if it does not receive clarification or confirmation satisfactory to it. J.P. Morgan will not be liable for any loss arising from any reasonable delay in carrying out any such Instruction while it seeks information, clarification or confirmation or in declining to act upon any Instruction for which it does not receive clarification satisfactory to it.

3.2 Verification and Security Procedures

(a) J.P. Morgan and the Customer shall comply with any applicable Security Procedures with respect to the delivery or authentication of Instructions and shall ensure that any codes, passwords or similar devices are reasonably safeguarded.

(b) Either party may record any of their telephone communications.

3.3 Instructions Contrary to Law/Market Practice

J.P. Morgan need not act upon Instructions which it reasonably believes to be contrary to law, regulation or market practice, and J.P. Morgan shall be under no duty to investigate whether any Instructions comply with Applicable Law or market practice. In the event J.P. Morgan does not act upon such Instructions, J.P. Morgan will notify the Customer where reasonably practicable.

3.4 Cut-Off Times

J.P. Morgan has established cut-off times for receipt of Instructions, which will be made available to the Customer. If J.P. Morgan receives an Instruction after its established cut-off time, J.P. Morgan will attempt to act upon the Instruction on the day requested if J.P. Morgan deems it practicable to do so or otherwise as soon as practicable after that day.

3.5 Electronic Access

Access by the Customer to certain applications or products of J.P. Morgan via J.P. Morgan's web site or otherwise shall be governed by this Agreement and the terms and conditions set forth in Annex A.

4. Fees, Expenses and Other Amounts Owing to J.P. Morgan

4.1 Fees and Expenses

The Customer will pay J.P. Morgan for its services under this Agreement such fees as may be agreed upon in writing from time to time, together with J.P. Morgan's reasonable out-of-pocket or incidental expenses, including, but not limited to, legal fees and tax or related fees incidental to processing charged directly or indirectly by governmental authorities, issuers or their agents. Invoices will be payable within thirty (30) days of the date of the invoice. If the Customer disputes an invoice, it shall nevertheless pay, on or

before the date that payment is due, such portion of the invoice that is not subject to a bona fide dispute. J.P. Morgan may deduct amounts invoiced from the Cash Account except to the extent that the Customer has objected to the invoice within thirty (30) days of the date of the invoice (or such other period as the parties may agree in writing). Without prejudice to J.P. Morgan's other rights, J.P. Morgan reserves the right to charge interest on overdue amounts from the due date until actual payment at such rate as J.P. Morgan customarily charges for similar overdue amounts.

4.2 Overdrafts

If a debit to the Cash Account results in a debit balance, then J.P. Morgan may, in its discretion, (i) advance an amount equal to the overdraft, (ii) refuse to settle in whole or in part the transaction causing such debit balance, or (iii) if any such transaction is posted to the Securities Account, reverse any such posting. If J.P. Morgan elects to make such an advance, the advance will be deemed a loan to the Customer, payable on demand, bearing interest at the applicable rate charged by J.P. Morgan from time to time for such overdrafts, from the date of such advance to the date of payment (including after the date any judgment may be entered against the Customer with respect to any overdraft) and otherwise on the terms on which J.P. Morgan makes similar overdrafts available from time to time. No prior action or course of dealing on J.P. Morgan's part with respect to the settlement of transactions on the Customer's behalf will be asserted by the Customer against J.P. Morgan for J.P. Morgan's refusal to make advances to the Cash Account or to settle any transaction for which the Customer does not have sufficient available funds in the Account. The Customer shall be deemed to be in default with respect to any such advance upon the occurrence of any event of the type specified in section 365(e)(1) of the U.S. Bankruptcy Code, as amended from time to time.

4.3 J.P. Morgan's Right Over Securities

Without prejudice to J.P. Morgan's rights under Applicable Law, to the extent J.P. Morgan has advanced funds on the Customer's behalf in connection with the settlement of purchases and sales of Financial Assets for the Securities Account, J.P. Morgan shall have a security interest in the Financial Assets which are the subject of such purchase or sale, until J.P. Morgan has been repaid the amount of such advance by the Customer and J.P. Morgan's security interest in such Financial Assets shall be released upon the Customer's repayment of such advance to J.P. Morgan.

5. Securities Depositories

5.1 Use of Securities Depositories

(a) J.P. Morgan may deposit Financial Assets with, and hold Financial Assets in any Securities Depository on such terms as such Securities Depository customarily operates and the Customer will provide J.P. Morgan with such documentation or acknowledgements that J.P. Morgan may require to hold the Financial Assets in such Securities Depository.

(b) J.P. Morgan is not responsible for the selection or monitoring of any Securities

Depository and will not be liable for any act or omission by (or the insolvency of) any Securities Depository. In the event the Customer incurs a loss due to the negligence, willful misconduct, or insolvency of a Securities Depository, J.P. Morgan will make reasonable efforts, in its discretion, to seek recovery from the Securities Depository, but J.P. Morgan will not be obligated to institute legal proceedings, file a proof of claim in any insolvency proceeding, or take any similar action.

(c) Although J.P. Morgan does not use subcustodians to hold U.S. Securities or to gain entry to a U.S. Securities Depository, in the event J.P. Morgan needed to appoint a subcustodian for the purposes of providing custody services under this Agreement for U.S. Securities, J.P. Morgan would enter into an agreement with the subcustodian under terms substantially the same as this Agreement, including a provision that the subcustodian has the same liability to J.P. Morgan for the loss of Financial Assets that J.P. Morgan has under Section 7.1(b) hereof.

6. Additional Provisions

6.1 Representations of the Customer and J.P. Morgan

(a) The Customer represents, warrants and covenants that (i) it has full authority and power, and has obtained all necessary authorizations and consents, to deposit and control the Financial Assets and cash in the Accounts, to use J.P. Morgan as its custodian in accordance with the terms of this Agreement, to borrow money (both any short term or intraday borrowings in order to settle transactions prior to receipt of covering funds) and grant a lien over Financial Assets as contemplated by Section 4.3; (ii) assuming execution and delivery of this Agreement by J.P. Morgan, this Agreement is the Customer's legal, valid and binding obligation, enforceable against the Customer in accordance with its terms and it has full power and authority to enter into and has taken all necessary corporate action to authorize the execution of this Agreement; (iii) it has not relied on any oral or written representation made by J.P. Morgan or any person on its behalf, and acknowledges that this Agreement sets out to the fullest extent the duties of J.P. Morgan; (iv) it is a resident of the United States and shall notify J.P. Morgan of any changes in residency; and (v) the Financial Assets and cash deposited in the Accounts are not subject to any encumbrance or security interest whatsoever and the Customer undertakes that, so long as Liabilities are outstanding, it will not create or permit to subsist any encumbrance or security interest over such Financial Assets or cash.

J.P. Morgan may rely upon the certification of such other facts as may be required to administer J.P. Morgan's obligations under this Agreement and the Customer shall indemnify J.P. Morgan against all losses, liability, claims or demands arising directly or indirectly from any such certifications.

(b) J.P. Morgan represents and warrants that (i) assuming execution and delivery of this Agreement by the Customer, this Agreement is J.P. Morgan's legal, valid and binding obligation, enforceable against J.P. Morgan in accordance with its terms and (ii) it has full power and authority to enter into and has taken all necessary corporate action to authorize the execution of this Agreement.

6.2 The Customer is Liable to J.P. Morgan Even if it is Acting for Another Person

If the Customer is acting as an agent or for another person as envisaged in Section 2.1(a) in respect of any transaction, cash or Financial Asset, J.P. Morgan nevertheless will treat the Customer as its principal for all purposes under this Agreement. In this regard, the Customer will be liable to J.P. Morgan as a principal in respect of any transactions relating to the Account. The foregoing will not affect any rights J.P. Morgan might have against the Customer's principal or the other person envisaged by Section 2.1(a).

7. When J.P. Morgan is Liable to the Customer

7.1 Standard of Care; Liability

(a) J.P. Morgan will use reasonable care in performing its obligations under this Agreement. J.P. Morgan will not be in violation of this Agreement with respect to any matter as to which it has satisfied its obligation of reasonable care.

(b) J.P. Morgan shall be obligated to indemnify the Customer for any loss of Financial Assets received for, and credited to the Securities Account resulting from (i) the negligence or dishonesty of J.P. Morgan or J.P. Morgan's officers, employees or agents retained by J.P. Morgan to hold such Financial Assets or (ii) burglary, robbery, hold-up, theft or mysterious disappearance, including loss by damage or destruction. In the event of a loss of Financial Assets in the Securities Account for which J.P. Morgan is required to indemnify the Customer pursuant to the immediately preceding sentence, at J.P. Morgan's option, J.P. Morgan shall promptly replace such Financial Assets (by, among other means, posting appropriate security or bond with the issuer(s) of such Financial Assets and obtaining their reissue) or the value thereof (determined based upon the market value of the Financial Assets which are the subject of such loss as of the date of the discovery of such loss) and the value of any loss of rights or privileges resulting from the loss of such Financial Assets. The foregoing indemnity shall be J.P. Morgan's exclusive liability to the Customer for J.P. Morgan's loss of Financial Assets from the Securities Account.

(c) In all other respects, J.P. Morgan will be liable for the Customer's direct damages to the extent they result from J.P. Morgan's fraud, negligence, dishonesty or willful misconduct in performing its duties as set out in this Agreement. Nevertheless, under no circumstances will J.P. Morgan be liable for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to the Accounts, J.P. Morgan's performance under this Agreement, or J.P. Morgan's role as custodian.

(d) the Customer will indemnify J.P. Morgan Indemnitees against, and hold them harmless from, any Liabilities that may be imposed on, incurred by or asserted against any of J.P. Morgan Indemnitees in connection with or arising out of (i) J.P. Morgan's

performance under this Agreement, provided J.P. Morgan Indemnitees have not acted with negligence or engaged in fraud or dishonesty or willful misconduct in connection with the Liabilities in question or (ii) any J.P. Morgan Indemnitees' status as a holder of record of the Customer's Financial Assets.

(e) Without limiting Subsections 7.1(a), (b), (c), or (d), the Customer agrees that J.P. Morgan provides no service in relation to, and therefore has no duty or responsibility to: (i) question Instructions or make any suggestions to the Customer or an Authorized Person regarding such Instructions; (ii) supervise or make recommendations with respect to investments or the retention of Financial Assets; (iii) advise the Customer or an Authorized Person regarding any default in the payment of principal or income of any Security other than as provided in Section 2.7(b) of this Agreement; and (iv) evaluate or report to the Customer or an Authorized Person regarding the financial condition of any broker, agent or other party to which J.P. Morgan is instructed to deliver Financial Assets or cash.

7.2 Force Majeure

J.P. Morgan will maintain and update from time to time business continuation and disaster recovery procedures with respect to its custody business that it determines from time to time meet reasonable commercial standards. J.P. Morgan will have no liability, however, for any damage, loss, expense or liability of any nature that the Customer may suffer or incur, caused by an act of God, fire, flood, civil or labor disturbance, war, terrorism, act of any governmental authority or other act or threat of any authority (de jure or de facto), legal constraint, fraud or forgery (other than on the part of J.P. Morgan or its employees), malfunction of equipment or software (except where such malfunction is primarily and directly attributable to J.P. Morgan's negligence in maintaining the equipment or software), failure of or the effect of rules or operations of any external funds transfer system, inability to obtain or interruption of external communications facilities, or any other cause beyond the reasonable control of J.P. Morgan (including, without limitation, the non-availability of appropriate foreign exchange).

7.3 J.P. Morgan May Consult With Counsel

J.P. Morgan will be entitled to rely on, and may act upon the advice of professional advisors in relation to matters of law, regulation or market practice (which may be the professional advisors of the Customer), and will not be liable to the Customer under this Agreement for any action taken or omitted pursuant to such advice, provided it has selected and retained such professional advisers using reasonable care.

7.4 J.P. Morgan Provides Diverse Financial Services and May Generate Profits as a Result

The Customer hereby authorizes J.P. Morgan to act under this Agreement notwithstanding that: (a) J.P. Morgan or any of its divisions, branches or Affiliates may have a material interest in transactions entered into by the Customer with respect to the Account or that circumstances are such that J.P. Morgan may have a potential conflict of duty or interest, including the fact that J.P. Morgan or its Affiliates may act as a market maker in the Financial Assets to which Instructions relate, provide brokerage services to other

customers, act as financial adviser to the issuer of such Financial Assets, act in the same transaction as agent for more than one customer, have a material interest in the issue of the Financial Assets; or earn profits from any of the activities listed herein and (b) J.P. Morgan or any of its divisions, branches or Affiliates may be in possession of information tending to show that the Instructions received may not be in the best interests of the Customer. J.P. Morgan is not under any duty to disclose any such information.

7.5 Assets Held Outside J.P. Morgan's Control

J.P. Morgan will not be obliged to (a) hold Financial Assets or cash with any person not agreed to by J.P. Morgan or (b) register or record Financial Assets in the name of any person not agreed to by J.P. Morgan. Furthermore, J.P. Morgan will not be obliged to register or record on J.P. Morgan's records Financial Assets held outside of J.P. Morgan's control. If, however, the Customer makes any such request and J.P. Morgan agrees to the request, the consequences of doing so will be at the Customer's own risk. J.P. Morgan shall not be liable for any losses incurred as a result and may be precluded from providing some of the services referred to in this Agreement (for example, and without limitation, income collection, proxy voting, class action litigation and Corporate Action notification and processing).

7.6 Ancillary Services

J.P. Morgan may use third party delivery services and providers of information regarding matters such as pricing, proxy voting, corporate actions and class action litigation and use local agents to provide extraordinary services such as attendance at annual meetings of issuers of Securities. Although J.P. Morgan will use reasonable care in the selection and retention of such third party providers and local agents, it will not be responsible for any errors or omissions made by them in providing the relevant information or services.

8. Taxation

8.1 Tax Obligations

(a) The Customer will pay or reimburse J.P. Morgan, and confirms that J.P. Morgan is authorized to deduct from any cash received or credited to the Cash Account, any taxes or levies required by any revenue or governmental authority for whatever reason in respect of the Customer's Accounts.

(b) The Customer will provide to J.P. Morgan such certifications, declarations, documentation, and information as it may require in connection with taxation, and warrants that, when given, this information is true and correct in every respect, not misleading in any way, and contains all material information. The Customer undertakes to notify J.P. Morgan immediately if any information requires updating or correcting. J.P. Morgan provides no service of controlling or monitoring, and therefore has no duty in respect of or liability for any taxes, penalties, interest or additions to tax, payable or paid that result from:

(i) the inaccurate completion of documents by the Customer or any third party;

(ii) the provision to J.P. Morgan or a third party of inaccurate or misleading information by the Customer or any third party;

(iii) the withholding of material information by the Customer or any third party; or

(iv) any delay by any revenue authority or any other cause beyond J.P. Morgan's control.

(c) If J.P. Morgan does not receive appropriate certifications, documentation and information then, as and when appropriate and required, additional tax shall be deducted from all income received in respect of the Financial Assets issued (including, but not limited to, U.S. non-resident alien tax and/or backup withholding tax).

(d) The Customer will be responsible in all events for the timely payment of all taxes relating to the Financial Assets in the Securities Account; provided, however, that J.P. Morgan will be responsible for any penalty or additions to tax due solely as a result of J.P. Morgan's negligent acts or omissions with respect to paying or withholding tax or reporting interest, dividend or other income paid or credited to the Cash Account.

8.2 Tax Relief Services With Respect to American Depository Receipts

(a) Subject to the provisions of this Section, J.P. Morgan will apply for a reduction of withholding tax in respect of income payments on Financial Assets comprised of American Depository Receipts ("ADRs") credited to the Securities Account that J.P. Morgan believes may be available to Customer. To defray expenses pertaining to nominal tax claims, J.P. Morgan may from time to time set minimum thresholds as to a de minimis value of tax relief claims which it will pursue in respect of income payments under this Section.

(b) The provision of a tax relief service on ADRs by J.P. Morgan is conditional upon J.P. Morgan receiving from Customer (i) a declaration of its identity and place of residence and (ii) certain other documentation (pro forma copies of which are available from J.P. Morgan), prior to the receipt of Financial Assets comprised of ADRs in the Securities Account or the payment of income. If Financial Assets comprised of ADRs credited to the Securities Account are beneficially owned by someone other than Customer, this information will need to be provided to J.P. Morgan with respect to the beneficial owner. Customer acknowledges that J.P. Morgan will be unable to perform tax relief services unless it receives this information prior to the receipt of ADRs in the Securities Account or the payment of income.

9. Termination

9.1 Term and Termination

(a) Customer may terminate this Agreement on sixty (60) days' written notice to J.P. Morgan. J.P. Morgan may terminate this Agreement on 60 days' written notice to the Customer.

(b) Notwithstanding Section 9.1(a):

(i) Either party may terminate this Agreement immediately on written notice to the

other party in the event that a material breach of this Agreement by the other party has not been cured within thirty (30) days of that party being given written notice of the material breach;

(ii) Either party may terminate this Agreement immediately on written notice to the other party upon the other party being declared bankrupt, entering into a composition with creditors, obtaining a suspension of payment, being put under court controlled management or being the subject of a similar measure; and

(iii) J.P. Morgan may terminate this Agreement on sixty (60) days' written notice to the Customer in the event that J.P. Morgan reasonably determines that the Customer has ceased to satisfy J.P. Morgan's customary credit requirements.

(c) J.P. Morgan shall provide written notification to the Customer's domiciliary insurance department (the "Insurance Department") if this Agreement with the Customer is terminated pursuant to this Section 9.1 or if 100% of the Securities in the Accounts under this Agreement are withdrawn from the Accounts (the Customer shall provide to J.P. Morgan and to the Insurance Department prior written notification if it intends to withdraw 100% of the Securities from the Accounts). This notification by J.P. Morgan shall be sent to the Insurance Department within three (3) business days after the custodial dissolution. The Customer will provide to J.P. Morgan the address of the Insurance Department.

9.2 Exit Procedure

The Customer will provide J.P. Morgan full details of the persons to whom J.P. Morgan must deliver Financial Assets and cash within a reasonable period before the effective time of termination of this Agreement. If the Customer fails to provide such details in a timely manner, J.P. Morgan shall be entitled to continue to be paid fees under this Agreement until such time as it is able to deliver the Financial Assets and cash to a successor custodian, but J.P. Morgan may take such steps as it reasonably determines to be necessary to protect itself following the effective time of termination, including ceasing to provide transaction settlement services in the event that J.P. Morgan is unwilling to assume any related credit risk. J.P. Morgan will in any event be entitled to deduct any amounts owing to it prior to delivery of the Financial Assets and cash (and, accordingly, J.P. Morgan will be entitled to sell Financial Assets and apply the sale proceeds in satisfaction of amounts owing to it). The Customer will reimburse J.P. Morgan promptly for all out-of-pocket expenses it incurs in delivering Financial Assets upon termination. Termination will not affect any of the liabilities either party owes to the other arising under this Agreement prior to such termination.

10. Miscellaneous

10.1 Notices

Unless notice of a new address is given to the other party in writing, notices pursuant to Section 9 of this Agreement shall be sent or served by registered mail nationally recognized delivery services, such as Federal Express (FedEx) or United Parcel Post (UPS), etc., courier services or hand delivery, with regard to J.P. Morgan, to its address as set

out on the first page of this Agreement, and with regard to Customer, as follows:

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615
Attn: Treasurer

10.2 Successors and Assigns

This Agreement will be binding on each of the parties' successors and assigns, but the parties agree that neither party can assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except J.P. Morgan may assign this Agreement without the Customer's consent to (a) any Affiliate or subsidiary of J.P. Morgan or (b) in connection with a merger, reorganization, stock sale or sale of all or substantially all of J.P. Morgan's custody business.

10.3 Entire Agreement

This Agreement, including the Schedules and the Exhibits, and Riders (and any separate agreement which J.P. Morgan and the Customer may enter into with respect to any Cash Account), sets out the entire Agreement between the parties in connection with the subject matter hereof, and this Agreement supersedes any other agreement, statement, or representation relating to custody, whether oral or written. Amendments must be in writing and, except where this Agreement provides for amendments by notice from J.P. Morgan, signed by both parties.

10.4 Insurance

The Customer acknowledges that J.P. Morgan will not be required to maintain any insurance coverage specifically for the benefit of the Customer, except that J.P. Morgan will maintain insurance protection which covers J.P. Morgan's duties and responsibilities generally as a custodian of Financial Assets and J.P. Morgan will maintain such coverage to the extent required by J.P. Morgan's banking regulators. J.P. Morgan will provide summary information regarding its own general insurance coverage to the Customer upon written request.

10.5 Security Holding Disclosure

With respect to Securities and Exchange Commission Rule 14b-2 under the U.S. Shareholder Communications Act regarding disclosure of beneficial owners to issuers of Securities, J.P. Morgan is instructed not to disclose the name, address or Security positions of the Customer in response to shareholder communications requests regarding the Account.

10.6 USA PATRIOT Act Disclosure

Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools

Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires J.P. Morgan to implement reasonable procedures to verify the identity of any person that opens a new Account with it. Accordingly, the Customer acknowledges that Section 326 of the USA PATRIOT Act and J.P. Morgan's identity verification procedures require J.P. Morgan to obtain information which may be used to confirm the Customer's identity including without limitation the Customer's name, address and organizational documents ("identifying information"). The Customer may also be asked to provide information about its financial status, such as its current audited and unaudited financial statements. The Customer agrees to provide J.P. Morgan with and consents to J.P. Morgan obtaining from third parties any such identifying and financial information required as a condition of opening an account with or using any service provided by J.P. Morgan.

10.7 Governing Law and Jurisdiction

This Agreement will be construed, regulated and administered under the laws of the U.S. or State of New York, as applicable, without regard to New York's principles regarding conflict of laws, except that the foregoing shall not reduce any statutory right to choose New York law or forum. The U.S. District Court for the Southern District of New York will have the sole and exclusive jurisdiction over any lawsuit or other judicial proceeding relating to or arising from this Agreement. If that court lacks federal subject matter jurisdiction, the Supreme Court of the State of New York, New York County will have sole and exclusive jurisdiction. Either of these courts will have the proper venue for any such lawsuit or judicial proceeding, and the parties waive any objection to venue or their convenience as a forum. The parties agree to submit to the jurisdiction of any of the courts specified and to accept service of process to vest personal jurisdiction over them in any of these courts. The parties further hereby knowingly, voluntarily and intentionally waive, to the fullest extent permitted by Applicable Law, any right to a trial by jury with respect to any such lawsuit or judicial proceeding arising or relating to this Agreement or the transactions contemplated hereby.

10.8 Severability; Waiver; and Survival

(a) If one or more provisions of this Agreement are held invalid, illegal or unenforceable in any respect on the basis of any particular circumstances or in any jurisdiction, the validity, legality and enforceability of such provision or provisions under other circumstances or in other jurisdictions and of the remaining provisions will not in any way be affected or impaired.

(b) Except as otherwise provided herein, no failure or delay on the part of either party in exercising any power or right under this Agreement operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right. No waiver by a party of any provision of this Agreement, or waiver of any breach or default, is effective unless it is in writing and signed by the party against whom the waiver is to be enforced.

(c) The parties' rights, protections, and remedies under this Agreement shall survive its termination.

10.9 Confidentiality

(a) Subject to Section 10.9(b), J.P. Morgan will hold all Confidential Information in confidence and will not disclose any Confidential Information except as may be required by Applicable Law, a regulator with jurisdiction over J.P. Morgan's business, or with the consent of the Customer.

(b) The Customer authorizes J.P. Morgan to disclose Confidential Information to:

(i) any subcontractor, agent, Securities Depository, securities exchange, broker, third party agent, proxy solicitor, issuer, or any other person that J.P. Morgan believes it is reasonably required in connection with J.P. Morgan's provision of relevant services under this Agreement;

(ii) its professional advisors, auditors or public accountants;

(iii) its Affiliates and branches; and

(iv) any revenue authority or any governmental entity in relation to the processing of any tax claim.

(c) Except as otherwise required by Applicable Law or as needed to enforce the terms of this Agreement, the parties shall hold the terms and conditions, including, without limitation, any commercial terms, of this Agreement in confidence.

10.10 Counterparts

This Agreement may be executed in several counterparts each of which will be deemed to be an original and together will constitute one and the same agreement.

10.11 No Third Party Beneficiaries

A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

THE CUSTOMER	JPMORGAN CHASE BANK, N.A.
By:	By:
Name: Joseph E. Dondanville	Name: Thomas H. Hoover III
Title: SVP, Chief Financial Officer	Title: Vice President
Date: 05/18/2011	Date: 05/18/2011

Annex A
Electronic Access

1. J.P. Morgan may permit the Customer and its Authorized Persons to access certain electronic systems, applications and Data (as defined below) in connection with the Agreement (collectively, the "Products"). J.P. Morgan may, from time to time, introduce new features to the Products or otherwise modify or delete existing features of the Products in its sole discretion. J.P. Morgan shall endeavor to give the Customer reasonable notice of its termination or suspension of access to the Products, but may do so immediately if J.P. Morgan determines, in its sole discretion, that providing access to the Products would violate Applicable Law or that the security or integrity of the Products is at risk. Access to the Products shall be subject to the Security Procedures.

2. In consideration of the fees paid by the Customer to J.P. Morgan and subject to any applicable software license addendum in relation to J.P. Morgan-owned or sublicensed software provided for a particular application and Applicable Law, J.P. Morgan grants to the Customer a non-exclusive, non-transferable, limited and revocable license to use the Products and the information and data made available through the Products (the "Data") for the Customer's internal business use only. The Customer may download the Data and print out hard copies for its reference, provided that it does not remove any copyright or other notices contained therein. The license granted herein will permit use by Customer's Authorized Person, provided that such use shall be in compliance with the Agreement, including this Annex.

3. The Customer acknowledges that there are security, corruption, transaction error and access availability risks associated with using open networks such as the internet, and the Customer hereby expressly assumes such risks. The Customer is solely responsible for obtaining, maintaining and operating all software (including antivirus software, anti-spyware software, and other internet security software) and personnel necessary for the Customer to access and use the Products. All such software must be interoperable with J.P. Morgan's software. Each of the Customer and J.P. Morgan shall be responsible for the proper functioning, maintenance and security of its own systems, services, software and other equipment.

4. In cases where J.P. Morgan's web site is unexpectedly down or otherwise unavailable, J.P. Morgan shall, absent a force majeure event, provide other appropriate means for the Customer or its Authorized Persons to instruct J.P. Morgan or obtain reports from J.P. Morgan. J.P. Morgan shall not be liable for any Liabilities arising out of Customer's use of, access to or inability to use the Products via J.P. Morgan's web site in the absence of J.P. Morgan's gross negligence or willful misconduct.

5. Use of the Products may be monitored, tracked, and recorded. In using the Products, the Customer hereby expressly consents to such monitoring, tracking, and recording. Individuals and organizations should have no expectation of privacy unless local law, regulation, or contract provides otherwise. J.P. Morgan shall own all right, title and interest in the data reflecting Customer usage of the Products or J.P. Morgan's web site (including, but not limited to, general usage data and aggregated transaction data). J.P. Morgan may use and sublicense data obtained by it regarding the Customer's use of the Products or J.P. Morgan's website, as long as J.P. Morgan does not disclose to others that the Customer was the source of such data or the details of individual transactions effected using the Products or web site.

6. The Customer shall not knowingly use the Products to transmit (i) any virus, worm, or destructive element or any programs or data that may be reasonably expected to interfere with or disrupt the Products or servers connected to the Products; (ii) material that violates the rights of another, including but not limited to the intellectual property rights of another; and (iii) "junk mail", "spam", "chain letters" or unsolicited mass distribution of e-mail.

7. The Customer shall promptly and accurately designate in writing to J.P. Morgan the geographic location of its users upon written request. The Customer further represents and warrants to J.P. Morgan that the Customer shall not access the service from any jurisdiction which J.P. Morgan informs the Customer or where the Customer has actual knowledge that the service is not authorized for use due to local regulations or laws, including applicable software export rules and regulations. Prior to submitting any document which designates the persons authorized to act on the Customer's behalf, the Customer shall obtain from each individual referred to in such document all necessary consents to enable J.P. Morgan to process the data set out therein for the purposes of providing the Products.

8. J.P. Morgan and Customer will be subject to and shall comply with all applicable laws, rules and regulations concerning restricting collection, use, disclosure, processing and free movement of the Data (collectively, the "Privacy Regulations"). The Privacy Regulations may include, as applicable, the Federal "Privacy of Consumer Financial Information" Regulation (12 CFR Part 30), as amended from time to time, issued pursuant to Section 504 of the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. §6801, et seq.), the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d), The Data Protection Act 1998 and Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to processing of personal data and the free movement of such data.

9. The Customer shall be responsible for the compliance of its Authorized Persons with the terms of the Agreement, including this Annex.

FIRST AMENDMENT TO DOMESTIC CUSTODY AGREEMENT

THIS FIRST AMENDMENT TO DOMESTIC CUSTODY AGREEMENT ("First Amendment") is entered into as of September 27, 2013, between **JPMorgan Chase Bank, N.A.** ("J.P. Morgan") and **Contractors Bonding and Insurance Company** ("Customer").

Recitals

A. J.P. Morgan and Customer entered into a Domestic Custody Agreement dated May 18, 2011 (the "Agreement").

B. J.P. Morgan and Customer desire to amend the Agreement in order to comply with State of Washington requirements for custodial agreements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 2.3(a). Section 2.3(a) of the Agreement is hereby amended by adding the following after the second sentence:

> "If the Financial Assets are held in Securities Depositories and other Securities Intermediaries, J.P. Morgan shall maintain internal records that will identify where the Financial Assets are and the names of such Securities Depositories and other Securities Intermediaries holding such Financial Assets."

2. Amendment to Section 2.13(d). Section 2.13(d) is hereby deleted and replaced as follows:

> "(d) Upon the Customer's request, J.P. Morgan (and its agents, if any) will send to Customer all reports each receives from Securities Depositories concerning their respective systems of internal accounting control. Upon Customer's request, J.P. Morgan (and its agents, if any) will each send the annual report (SAS 70 or the equivalent Report) prepared by each of their external auditors on their respective systems of internal accounting control of Financial Assets."

3. Definitions. Defined terms used herein but which are not expressly defined herein, shall have the meaning given such terms in the Agreement.

4. Amendment. This First Amendment constitutes an amendment to the Agreement pursuant to Section 10.3 of the Agreement. Except as expressly amended by this First Amendment, each and every provision of the Agreement remains in full force and effect in accordance with the terms thereof and, by reference, the terms and provisions of the Agreement are incorporated herein and made a part hereof.

CONTRACTORS BONDING AND INSURANCE COMPANY

By: _____
Thomas L. Brown, VP, CFO/Asst. Treasurer

Date: September 27, 2013

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Brian Eckert

Title: Vice President

Date: ~~September~~ 30 October 8, 2013