Mellon

MELLON FINANCIAL MARKETS, LLC INSTITUTIONAL ACCOUNT AGREEMENT

Office use only	ACCOUNT NUMBER:	RR	ACCOUNT CATEGORY

I. ACCOUNT REGISTRATION

☐ Corporation ☒ Government Entity/Agency ☐ Not For Profit
☐ Partnership ☐ Financial Organization ☐ Other _____

II. ACCOUNT TITLE

Account Title: City of Las Vegas

Mailing Address: 400 Stewart Avenue

Mailing Address: Attention:

City: Las Vegas State: NV Zip: 89101 Country: Clark

III. ACCOUNT CONTACT (Resolution/Trading Authorization is required.)

Name/Title: Colleen Lewis Phone/Email: celewis@lasvegasnevada.gov 702-229-6820

Name/Title: Cory DeMille Phone/Email: cdemille@lasvegasnevada.gov 702-229-6326

Name/Title: Rose Robb Phone/Email: rrobb@lasvegasnevada.gov 702-229-6045

IV. ACCOUNT INFORMATION/OBJECTIVES

TAX PAYER IDENTIFICATION #: 8 8 - 6 0 0 0 1 9 8

PATRIOT ACT: ☐ Yes "if *customer is a Foreign Branch of a U.S. bank or Foreign bank not in U.S.*" Certificate received ☐ Yes ☐ No

RISK EXPOSURE: ☐ Low ☐ Moderate ☐ Speculative ☐ High Risk

INVESTMENT OBJECTIVES: ☐ Income ☐ Long-Tem Growth ☐ Short Term Growth ☐ Trade Execution Services

SOURCE OF FUNDS FOR THIS ACCOUNT:

☐ Income from Earnings ☐ Investment Proceeds ☐ Gift/Donation ☐ Sale of Business ☐ Other: _____

V. INVESTMENT BACKGROUND

INVESTMENT EXPERIENCE: ☐ None ☐ Limited ☒ Moderate ☐ Extensive

ABILITY TO MAKE INDEPENDENT INVESTMENT DECISIONS ☒ Yes ☐ No

VI. INTERESTED PARTY

First Interested Party: ☐ Confirmation/Statement ☐ Legal Name of Entity ☐ Parent

Account Title:

Mailing Address:

Mailing Address:

City: State: Zip: Country:

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VII. ACCOUNT INSTRUCTIONS

PROCEEDS: (IF APPLICABLE)

☐ Remit Proceeds ☐ Hold Proceeds In Account

☐ Hold And Sweep Proceeds (Money Market Fund: _____)

Other Instructions: _____

DIVIDENDS & INTEREST (IF APPLICABLE)

☐ Hold Proceeds In Account ☐ Hold And Sweep Proceeds

☐ Remit Proceeds (Select Frequency: Semimonthly / Monthly / Bimonthly / Quarterly / Semiannually / Annually)

Other Instructions: _____

BANKING INFORMATION:

Name And Address: Wells Fargo Bank, N.A. *Account number concealed on City copy to prevent fraud

Account Number: XXXXXXXXXXXXXX* Routing Number: 121000248

SETTLEMENT INSTRUCTIONS:

Institutional ID Number:	Agent Bank Number:
DTC Number:	Internal Account Number:
ALERT Acronym:	ALERT Access Code:
First DTC ID Interested Party Number:	First DTC ID Interested Party Internal Account Number:
Second DTC ID Interest Party Number:	Second DTC ID Interested Party Internal Account Number:

Additional Instructions:

VIII. SIGNATURES

Please review your information, read the Agreement provided on page 3, and sign below. Keep a copy for your records. Additional documentation, including a TIN Certification (W-9) and evidence of signing authority (e.g. Corporate Resolution, Certificate of Incumbency, Secretary's Certificate) is required.

I AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED IN PARAGRAPHS 8 AND 9 OF THE AGREEMENT ON PAGE 4.

Name/Title:	Signature:	Date:
Name/Title:	Signature:	Date:

IX. BROKER/DEALER USE

☐ Accepted. Investment professional is registered in the state of the Client.

MFM Registered Representative: Date

MFM Registered Principal: Date

Approved as to form:

By: J. Pantiello 7/14/08

Deputy City Attorney

In consideration of Mellon Financial Markets, LLC ("MFM") accepting one or more accounts (the "Accounts") of the undersigned customer ("Customer"), Customer agrees that all transactions in securities of any type ("Securities") that MFM may execute, clear and/or carry on Customer's behalf, and all of the accounts, shall be subject to the terms and conditions set forth in this agreement (the "Agreement").

1. **GENERAL AGREEMENTS:** Customer acknowledges and agrees that:
   (a) All decisions regarding transactions in Securities for Customer's Accounts will be made solely by Customer or its authorized agent (provided that Customer has furnished MFM with sufficient evidence of such agent's authority). MFM is acting solely as Customer's broker in connection with Customer's transactions in Securities and is not acting as a fiduciary or advisor with respect to Customer or its Accounts. Any advice provided by MFM is incidental to its business as a broker-dealer and shall not serve as the primary basis for any decision made by or on behalf of Customer. MFM makes no representation as to the accuracy or completeness of any such advice or any information on which it is based. Customer or its authorized agent is capable of evaluating investment risk independently.
   (b) MFM shall be entitled to rely on any instruction, notice or communication that it reasonably believes to have originated from Customer or Customer's duly authorized agent and Customer shall be bound thereby. MFM also may tape record conversations with Customer and Customer consents to the use of any such recording as evidence in any proceeding.
   (c) All transactions in Securities effected by MFM will be subject to the constitution, rules and customs of the exchange, market or clearing house where executed as well as to any applicable federal or state laws, rules and regulations (the "Applicable Laws"), including but not limited to the Securities Exchange Act of 1934, as amended.
   (d) Customer shall provide to MFM such financial and other information regarding Customer as MFM may from time to time reasonably request and shall notify MFM promptly of any material adverse change in Customer's financial condition.
   (e) MFM shall not be liable for any loss, cost or damage caused directly or indirectly by any events beyond MFM's control, including without limitation any government or exchange action, suspension or termination of trading or failure of transmission or communication facilities. In no event shall MFM be liable for consequential, incidental or special damages.
   (f) In the absence of specific instructions from Customer, MFM may at its discretion select the markets in which transactions will be executed for Customer's Accounts and any affiliated or unaffiliated brokers through which such transactions are executed or cleared. Without limitation, MFM may utilize any of its affiliates in connection with the clearing of transactions or the custody of securities.
   (g) MFM and its affiliates may engage in transactions in the ordinary course of their businesses with issuers of securities and other entities having an interest in transactions in which MFM engages on behalf of Customer.
   (h) Contents of terminated or dormant accounts may be liquidated and disposed of in accordance with the terms of this agreement and may be subject to administrative closing fees.

2. **PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER:**
   Whenever Customer does not, on or before the settlement date, pay in full for any security purchased for the account of Customer, or deliver any security sold for such an account, MFM is authorized (subject to the provisions of any applicable statute, rule or regulation).
   (a) until payment or delivery is made in full, to pledge, repledge, hypothecate or rehypothecate, without notice, any or all securities which MFM may hold for Customer (ether individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in MFM's possession and control for delivery a like amount of similar securities, and/or
   (b) to sell any or all securities which MFM may hold for Customer (either individually or jointly with others), or to buy in any or all securities required to make delivery for he account of Customer, or to cancel any or all outstanding orders of commitments for the account of Customer.
   (c) Any sale, purchase or cancellation authorized hereby may be made according to MFM's judgment and at MFM's discretion on the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same and without any notice, prior tender, demand or call, and MFM may purchase the whole or any part of such securities free from any right of redemption, and Customer shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from MFM shall not be considered a waiver of any provision of this agreement. Customer shall include any person executing this agreement.

3. **CANCELLATION PROVISIONS:**
   MFM is authorized, in MFM's discretion, should Customer file for liquidation or should MFM for any reason whatever deem it necessary for MFM's protection, without notice, to cancel any outstanding orders in order to close out the accounts of Customer, in whole or in part, or to close out any commitment made on behalf of Customer.

4. **SUCCESSORS:**
   This agreement and its provisions shall be continuous and shall be binding on, and inure to the benefit of, the parties' present organizations, as well as their successors and assigns.

5. **ORDERS AND STATEMENTS:**
   Reports of the execution of orders and statements of the account of Customer shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding by MFM to Customer by mail, electronic delivery or otherwise.

6. **FEES AND CHARGES:**
   Customer agrees to the fees and charges on the fee schedule received by Customer. MFM may change the fee schedule from time to time.

7. **ADDRESS:**
   Communications may be sent to Customer at the current address of Customer on file at MFM's office or at such other address as Customer may hereafter give MFM in writing. All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to Customer personally, whether actually received or not.

8. ARBITRATION DSICLOSURES:

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

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

9. ARBITRATION AGREEMENT:

ANY CONTROVERSY BETWEEN THE CUSTOMER AND MFM SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NEW YORK STOCK EXCHANGE, INC., ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

10. TRANSACTIONS IN SHARES OF INVESTMENT COMPANIES:

(a) In connection with transactions in shares of registered investment companies ("Funds") for Customer's accounts, Customer acknowledges that, as described in the Prospectus for any Fund, MFM and its affiliates may be compensated by the Fund for originating such transactions on the Customer's behalf and/or for providing certain subaccounting and shareholder administrative services to the Fund. Customer also acknowledges that affiliates of MFM may receive fees from certain Funds for providing services to such Funds as an investment adviser, sub-adviser, custodian, record keeper or distributor or in other capacities.

(b) Unless Customer shall have directed MFM in writing to the contrary, Customer agrees that all dividends and distributions to which the Customer is entitled from a Fund will be automatically reinvested for Customer's account in such Fund to purchase additional shares, and Customer waives the right to receive periodic cash payments of dividends and distributions of capital gains from such Fund.

(c) MFM will notify Customer from time to time of cut-off times for Fund share orders. Orders received before the cut-off time will be processed that day. Orders received after the cut-off time will be processed the next trading day. MFM is under no obligation to make payments on orders until funds are collected and posted. Unless Customer shall have directed MFM in writing to the contrary, redemption proceeds will be delivered to the order of Customer's bank account as listed in MFM's records.

(d) Customer acknowledges that MFM may be obligated to provide Customer identification and share transaction information upon request of a Fund pursuant to applicable law or as described in a Fund's prospectus.

11. ACKNOWLEDGMENT OF DISCLOSURE STATEMENT:

Customer acknowledges its receipt of a Special Disclosure Statement from MFM.

12. ON-LINE ACCESS

Customer agrees that should Customer access its account through on-line means:

(a) Customer agrees to electronic delivery of information, including prospectuses, shareholder reports, proxy statements, and other disclosure documents, trade confirmations, account statements and other account information, tax documents, important notices, messages and other communications, and

(b) The terms of use for any such on-line access will supplement and be incorporated into this agreement. In the event of an inconsistency between such terms of use and any term of this agreement, the terms of use will supersede the inconsistent terms of this agreement.

Electronically delivered information will be provided by posting the information on servers accessible to Customer on a password-protected website. **By consenting to electronic delivery, Customer is agreeing that MFM has no obligation to mail or otherwise provide paper documents to Customer.** Customer acknowledges that such postings shall be MFM's primary means of communicating with Customer regarding Customer's on-line accounts. Customer agrees to check on-line accounts regularly as Customer may not have any other means of knowing that a communication has been delivered by MFM. There is no charge by MFM for electronic delivery, but online access and usage charges by Customer's Internet service or access provider may apply. Documents and information will be made available in portable document format ("PDF") files and HyperText Markup Language ("HTML") format and may be printed and/or saved. Customer represents that it can access documents in PDF and HTML formats.