



**Institutional Investment Management
Master Custody Agreement**

Between City of Marietta ("Client") and SunTrust Bank ("Bank")

Article I. Setting Up the Account

- A. **Appointment**—Client appoints Bank as its custodian, agent, and attorney-in-fact to hold, but not to manage, according to the terms of this Custody Agreement and the Rules for SunTrust Wealth and Investment Management Custody, Agency, Estate Settlement, and Trust Accounts (Form 318012) (together the "Agreement") the money, securities, other property and interests in property, acceptable to Bank (the "Assets"), which Client delivers to its Custody Account at Bank (the "Account").
- B. **Services to be Performed**—Client hires and directs Bank to buy, sell, exchange, accept, hold, and deliver Assets for the Account, as Client or the designated Investment Manager directs. Investments and Investment Policies shall comply with Georgia law including, but not limited to, O.C.G.A. §§ 47-20-83, 47-20-83.1, and 40-20-84, as may be hereafter amended. Investments and Investment Policies shall comply with the Investment Policy Statement adopted by the City of Marietta/Board of Lights and Water Defined Benefit Plan as currently existing or as may be hereafter amended. Bank shall provide to Client, no less than quarterly, a list of the Assets and a full statement of account showing all transactions since the date of the last preceding statement.
- C. **Investment Managers**—Client may appoint one or more investment managers to function in that capacity with respect to the Account or a portion thereof, and to direct the Bank with respect thereto (hereinafter, individually, "Investment Manager" and collectively, "Investment Managers"), and for convenience of administration, the Client may instruct Bank to segregate the Account into one or more Investment Accounts. The Bank shall rely on the instructions of each such Investment Manager to the same extent as though they had been issued by the Client. The Client shall furnish to Bank notice of the appointment of each Investment Manager hereunder and of the termination of any such appointment. Such notice shall specify whether or not the Investment Manager's responsibility encompasses the entire Account or a portion thereof, including a separate Investment Account. The Bank shall be fully protected in following the directions of such Investment Manager unless and until it is notified by the Client to the contrary. It is specifically understood that all references to the "Account" or to an "Investment Account" hereunder when used in conjunction with the words "Investment Manager" shall be deemed to refer only to the Assets, or part thereof, with respect to which the particular Investment Manager is authorized to direct the Bank.
- D. **Non-Discretionary Investment of Cash**—For purposes of investing idle cash balances, Bank shall invest cash balances exceeding \$1.00 in RidgeWorth Funds or any other available fund selected by Client or Investment Manager. Client acknowledges receipt of the prospectus for the appropriate class of shares of the RidgeWorth Funds and the fact that mutual and other investment funds are not insured by the FDIC, are not obligations of Bank, are not guaranteed by Bank, and may lose value.
- E. **Limits on Bank Authority**—Bank shall not conduct any investment review of the Assets or recommend the purchase, retention, sale or exchange of Assets unless such service is provided for by a separate written agreement between the Client and Bank.
- F. **Amendment and Termination**—This Agreement may be amended at any time by mutual agreement in writing by the parties hereto, or terminated by either party at any time by giving not less than thirty (30) days written notice thereof to the other, but such termination shall not affect any liabilities either party may have arising prior to such termination. The Agreement shall be binding upon and shall inure to the benefit of Bank or to any of its successors or permitted assigns, Client, his or her heirs, estate, personal representatives, successors and assigns. The Agreement may be assigned by Bank to any subsidiary or affiliate of Bank.

Article II. Operating the Account

- A. **Expenses and Fees**—Bank shall charge its fees against the Assets or invoice Client for its services under this Agreement as provided in a separate written agreement between Client and Bank or, in the absence of such agreement, as set forth in its published fee schedule in effect at the time the services are rendered. Any out-of-pocket expenses or taxes that Bank incurs in connection with the Assets or business of the Account, and any reasonable expenses and legal fees incurred by Bank in connection with any legal proceeding by Bank regarding the Account or against Bank for which Bank is entitled to indemnification under this Agreement, shall be charged against the Assets. If the Assets are insufficient to pay any compensation, taxes, expenses or legal fees due to Bank, Client agrees to reimburse Bank for them. Bank or its affiliates may receive compensation in exchange for services that it provides to various investment funds which are Assets. That compensation shall be in addition to, and not in place of, the Bank's compensation described in this paragraph. Unless prohibited by law, Bank may place directed transactions for the Account with Bank-affiliated entities, upon terms which it believes are reasonable in the market. Bank shall not be required to pay, refund to, or share with Client or the Account any profit made by an affiliate of Bank in such a transaction.
- B. **Records and Statements**—Account records shall be maintained on a dual-cash basis (Bank shall initially designate items as being principal or income according to its reasonable judgment and adjust such designation as Client shall direct), or a single-cash basis (Bank shall make no distinction between principal and income) as the Client shall direct. In addition, Bank's statements of account shall be prepared on a cash-and-settlement-date basis or an accrual-and-trade-date basis, also as a directed by Client.

- C. **Confirmations and Communications from Issuers of Securities**—Bank is required by law to provide Client with confirmations of security transactions at no additional cost within five business days after receipt of such confirmation by Bank unless Client releases Bank from this obligation and to disclose Client's name, address, and share position to issuers of securities held in the Account unless Client objects to such disclosure.

Until further notice:

Client does OR does not request that it receive confirmations of trades of securities.

Client does OR does not authorize Bank to release its Account information to issuers of securities held in the Account. Bank will not vote proxies and similar items for the Account.

- D. **Proxies and Other Notices**—Bank shall forward to Client or Investment Manager promptly upon receipt proxies, notices, requests, advices, or other communications requiring a decision to vote, exercise an option or subscription rights, or to join in or dissent from any corporate action of any asset held in the Account. Bank shall be under no duty or obligation to make any recommendations regarding the voting of such proxies or to ascertain or inquire whether such proxy is voted, and if so, the manner in which it was voted.
- E. **Client and Bank Communications and Directions**—The parties agree to use their best judgment in selecting the appropriate medium for each communication between them, considering the urgency and confidentiality of the message and the choices of media available, and to contact the intended recipient promptly if appropriate confirmation of delivery of any communication has not been received in a reasonable time for the medium used. Client agrees that no communication shall be treated as received by Bank unless the receipt of the communication has been confirmed by Bank.

Article III. Legal Matters

- A. **Standard of Care, Limitation of Liability, Indemnity**—Bank agrees to perform its duties to the standard of a professional custodian and shall be liable to Client for claims, losses, liabilities, and expenses arising from its failure to exercise ordinary care, its willful misconduct, or its failure otherwise to act in accordance with this Agreement, unless the claims, losses, liabilities, and expenses are shown to have resulted from Client's actions or Bank's reasonably following an instruction from Client. In no event shall either party be liable for any indirect, punitive, or consequential damages arising out of, pursuant to or in connection with this Agreement.
1. Bank shall have no liability for taking action on instructions from Client accepted or interpreted by Bank in good faith according to the terms of this Agreement, declining to take action on instructions whose authenticity or accuracy cannot be verified to Bank's satisfaction, or not acting on instructions not actually received. With the exception of specific errors or omissions on a statement of account as described directly below, Client shall not bring a claim against Bank or its affiliates for any other action or inaction under this Agreement after the expiration of two (2) years from the date of such act or failure to act.
 2. Client shall promptly review the statements of account for accuracy and completeness. Client shall promptly report to the Bank any failure to receive a statement of account, omission, inaccuracy, discrepancy, improper distribution or payment of an expense, failure to collect a receipt, or other error (collectively, an "Error"). The Bank and its affiliates, and all employees of SunTrust Bank and its affiliates, shall not be liable and shall be released and held harmless by the Client for any claims, judgments, costs, liabilities, taxes, interest, penalties, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly from, or in connection with, any Error not reported by the Client to the Bank within one hundred and eighty (180) days of the Bank's mailing or electronic publication of the statement of account containing such Error.
 3. Bank will indemnify and defend Client and hold it harmless, against claims, liabilities, or losses, including fees of counsel and other expenses, arising directly from Bank's breach of its obligations under this Agreement or those arising from the dishonesty or willful negligence of Bank's officers or employees. If Client wishes to be indemnified or defended by the Bank against a claim under this Agreement, it shall give the Bank prompt notice of the claim and any further pleadings, communication or other information connected with it. Bank shall defend the Client or pay for the cost of its defense, as the Client shall elect. The parties shall cooperate for the cost-effective defense of the claim, and the Client shall not settle any claim for which indemnification is demanded without the consent of the Bank.
- B. **Right of Offset**—If Client shall be indebted to Bank or any of its affiliates for any amount, payment of which is past-due, Bank may transfer to itself or such affiliate the portion of the Assets, up to 100% of the amount then so due.
- C. **Applicable Law**—This Agreement shall be governed by the laws of the State of Georgia.
- D. **Survival of Obligations**—The provisions of this Article III of this Agreement shall continue to apply to the parties after the Account may be closed.

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When Client opens an account, Bank will ask for Client's name, address, date of birth, or other appropriate information that will allow Bank to identify Client. Bank may also ask to see Client's driver's license or other identifying documents.

Under penalties of perjury, the person(s) signing below on behalf of Client certify that:

1.

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 is the correct taxpayer identification number for Client (or Client is waiting for a number to be issued to it and will notify Bank promptly upon receipt of such number), and
2. Client is not subject to backup withholding because:
 - Client is exempt from backup withholding, or
 - Client has not been notified by the Internal Revenue Service (the "IRS") that it is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - the IRS has notified Client that it is no longer subject to backup withholding, and
3. Client is a U.S. person, or
 - Client is not a U.S. Person, a Form W-8 or W-8BEN is attached.

Client Name City of Marietta

With respect to the information provided about Client's Taxpayer Identification number in the previous section directly above, the signatures to this Agreement on behalf of Client are made under penalties of perjury. The Internal Revenue Service does not require Client's consent to any provision of this document other than the certifications required to avoid backup withholding.

Client, by its signature below, appoints SunTrust Bank as its custodian, attorney-in-fact, and agent pursuant to this Agreement and the addenda to this Agreement signed by the parties.

Client(s)	Signature	Date
Print Name and Title Mark Anderson <i>CHAIRMAN</i>	<i>Mark Anderson</i>	03/05/2009
Printed Name and Title Sam Lady <i>FINANCE DIRECTOR</i>	<i>Sam Lady</i>	03/05/2009
Printed Name and Title	Signature	Date

SunTrust Bank, by its signature below, agrees to perform the services described above and in the addenda to this Agreement signed by the parties in a manner consistent with, and in exchange for, the compensation specified in this Agreement.

Bank	Signature	Date
Print Name and Title <i>Kara Humphrey</i> Assistant Vice President	<i>Kara Humphrey</i>	3/12/09
Print Name and Title	Signature	Date

The following Addenda to this Agreement have been adopted by the parties and are incorporated into and made a part of this Agreement.

Addendum for a Legal Entity

Addendum for Third-Party Control

Distribute a copy of
Rules for SunTrust Wealth and Investment Management, Custody, Agency, Estate Settlement, and Trust Accounts
to Client

*AUTHORITY TO SIGN
LEGAL ENTITY*



Addendum for Third-Party Control

Client Name: CITY OF MARIETTA

This document is an addendum to the SunTrust Bank Endowment and Foundation Services Custody Agreement (the "Agreement") signed by the persons listed below dated 03-05-09.

The Account is established by

City of Marietta, and _____, and _____, and _____, and _____, (the "Client Party(ies)").

The Agreement is between Client Parties and Bank only and requires Bank to act only as custodian. The Agreement does not confer any benefits upon any other parties notwithstanding that a person may or may not be a co-owner, heir, devisee, or beneficiary of an estate.

By acting pursuant to the Agreement, Bank does not accept appointment as a fiduciary.

Affirmation and Appointment of Agents to Give Instructions to Bank

By their signatures below

[Signature] Dated 3-5-09, and [Signature] Dated 3-5-09, and _____ Dated _____, and _____ Dated _____, and _____ Dated _____, and _____ Dated _____

affirm this addendum and appoint _____ (insert name of one or more third parties; use "or" to indicate that each party can act alone; use "and" to show that they can only act together) as their Agent(s) to give directions to Bank pursuant the Agreement.

Agent(s) shall have the following powers with respect to the Account:

- To place orders for the purchase and sale of securities with brokers of their choice and instruct Bank to confirm and pay for or receive the proceeds of such transactions.
- To direct Bank to pay invoices or bills from, or make remittances to, persons other than the agent.
- To give the Bank any direction with respect to the Account which Client could give, including the power to deliver the Assets to Agent.
- To _____

Agent acknowledges its appointment to act on behalf of Client CITY OF MARIETTA

Date 3-5-09

Addendum Accepted and Agreed to by Bank		
Printed Name and Title	Signature	Date
Karal Humphrey, AVP	<u>[Signature]</u>	3/12/09



Rules for SunTrust Wealth and Investment Management Custody, Agency, Estate Settlement, and Trust Accounts

These Rules for SunTrust Wealth and Investment Management Custody, Agency, Estate, Settlement, and Trust Accounts (the "Rules") shall apply to Custody, Investment Management, Agency, Estate Settlement and Trust accounts ("Account(s)") of the Wealth and Investment Management division of SunTrust Bank ("Bank"), subject to the documents governing each of those Accounts ("Agreement(s)") and applicable laws. The Rules shall not confer any right to amend or terminate an Agreement or any Power to give directions on any person who would not possess such rights absent the Rules.

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- 2. Ratings and Evaluation of Securities and Performance Reporting..... 1
- 3. Cost Basis..... 1
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Definitions

"Assets" means Assets as defined in the Agreement, except as provided in section 4 below.

"Bank" means SunTrust Bank or its successors, or in the case of a grantor trust, SunTrust Bank in its capacity as trustee.

"Client" means a person authorized to amend or terminate an Account or the holder of a Power and shall include the grantor or beneficiary of a trust to the extent they have such powers.

"Power" means the right to direct at least some of the conduct of an Account.

"Unified Managed Account" ("UMA") means multi-style, multi-advisor, single-account service to be used with SunTrust Bank Investment Management services and SunTrust Bank Grantor Trust services for certain Accounts where the UMA process is authorized by Client or subject to an investment management agreement or trust document that permits the use of the UMA process.

"Unified Managed Account Provider" ("UMA Provider") means asset management firms that may be affiliated or unaffiliated with Bank, that provide, for a fee, investment strategies to be used in the UMA process.

1. Prices of Securities

- a. The majority of securities Bank holds is traded on exchanges or over the counter by a bid and ask price between brokers. Bank buys securities pricing services from outside vendors which Bank then reports to its clients on its systems and statements. Not all securities trade every day in sufficient volume to establish definite prices. In these cases, the pricing services estimate prices for such securities by comparing them to other similar securities which did trade on that day. The prices of traded securities Bank reports are thus a combination of estimates and historical information. Bank cannot give any assurance that an asset can be sold for the price reported by a service. Prices are also affected by the size of the lot to be sold.
- b. For assets listed on an exchange which the pricing services do not "price," the default value will be \$1.00, unless Client directs otherwise.
- c. Prices shown for real estate, privately held investments, and other unique properties are based upon the circumstances for each property and may reflect the estimates of third parties, Bank officers, Client, or appraisers. Client should not assume that a sale of such a property will necessarily bring the price shown.

2. **Ratings and Evaluation of Securities and Performance Reporting**—Bank may include in its statements of account or other reports furnished to Client, certain ratings, evaluations, or statements applied to securities or their issuers by third-party rating agencies. Furthermore, evaluations or performance reports of investment portfolios that have been delivered to Bank by commercial services and UMA Providers, if applicable, may be delivered to Client. While it takes reasonable precautions to ensure that such information is current and accurate, Bank does not present such information as its own judgment or recommendation and does not warrant its accuracy and will not accept liability for any losses arising from reliance upon, or deficiencies in, the information.

3. **Cost Basis**—Bank records and maintains cost information for Assets as it is available to Bank from our own records or those provided to us by Client. The cost of Assets, for which cost information is not available to Bank, will be listed as \$0.00 unless Client directs otherwise. If the Bank has the duty to decide whether to sell or retain Assets, client acknowledges that cost basis is an important consideration in investment decisions. Bank does not accept responsibility for losses arising from Client's failure to make cost basis information available to Bank.

4. **Special Items**—If Bank lists an item for which it does not have physical custody or is not registered in the name of Bank or its nominee, it means that a Client has directed Bank to show the item on the statement for an Account for the convenience of the Client. If Bank does not hold the item in its custody, and therefore has no safekeeping responsibilities, any services provided for

this asset such as pricing or posing transactions, will be deemed to be at the direction of Client, and Bank will have no responsibility for said pricing or transactions. Items so listed will not be "Assets" of an Account under the Agreement.

5. **Directed Trading**—Bank will use its trading facilities to buy or sell specific securities which are listed on exchanges or available in sufficient quantity from mutual funds or brokers at the market price, as directed by a Client. Bank does not place "stop-loss" or "limit" orders for an Account where Bank serves only in a custodial capacity.
6. **Principal Trading**—Client understands that Bank or an affiliate of Bank may execute transactions with Client's Account as principal.
7. **Handling of Securities**
 - a. Bank will use commercially reasonable efforts to collect or obtain possession of dividends, interest, other income, stock dividends, stock splits, stock rights, proceeds of maturity or redemption, and other property that may become due and payable with respect to the Assets of an Account.
 - b. Bank will use commercially reasonable efforts to determine when Assets are the subject of corporate actions, including tender offers, calls, lotteries, subscription rights, and warrants. When such information becomes known to Bank, Bank shall inform affected Client or such other person(s), as Client designates, and act in accordance with Client's directions with respect to the securities. Bank will exchange securities for other securities without receiving express directions from Client when, in Bank's opinion, such exchange requires no exercise of business judgment.
 - c. Bank may credit to the Account payments due with respect to the Assets before it actually receives them. If Bank does not collect such payments within a reasonable time, it may debit an Account for any amounts not collected.
 - d. Upon the termination of the Account, the Assets will be delivered by Bank as Client shall direct. If Client fails to provide a viable direction, Bank will deliver the assets to Client at his/her/its last known address in a form and by a method which Bank determines to be appropriate.
8. **Third Parties**—Bank may hire and compensate from the Account such sub-custodians, ancillary trustees, and other agents as it determines to be necessary to carry out its duties to the Account under the Agreement. Certain investment management fees for services by UMA Providers will be charged directly to the Account and such fees will be in addition to, and will not reduce, the compensation paid to Bank for the Account.
9. **Communications**
 - a. If more than one person have joined together to become Client, all directions with respect to an Account shall be given by all such persons, or by an agent or agents identified to collectively represent all of them, in a writing signed by all such persons that constitute Client.
 - b. All references in the Agreement to the taking of an action and the giving of a direction by Client shall mean the taking or giving of such actions or directions by Client directly or through an agent other than Bank, whom Client has permitted to direct, manage, view, or otherwise act in connection with an Account, which Bank reasonably believes to have been given authority by Client.
 - c. If Bank determines that an instruction is either unclear or incomplete, Bank shall have authority not to act until the directions are made clear and shall not be held liable to Client for such a failure to act.
 - d. Bank is authorized to monitor and record any telephone calls to which it and Client or Client's agents are parties.
10. **Asset Registration and Trading**
 - a. Bank will normally cause securities to be held in book entry, depository, electronic, or other un-certificated form (including those of Federal Reserve Bank Book-Entry Account System and Depository Trust Company of New York) or to be registered in the name of Bank's nominee or in the name of the nominee of a depository or sub-custodian. Bank will execute on behalf of Clients, as attorney-in-fact, any documents necessary to collect income or principal, including those required by law, regulation, exchanges, transfer agents, issuers of securities, or persons exercising similar functions.
 - b. Certificates delivered to Bank by Client representing securities, including those in legal or bearer form, will be converted to a nominee name of the Bank.
 - c. Bank may decline to confirm or settle securities transactions, the settlement of which might cause an overdraft in an Account or, if Bank does confirm such trades, it may deduct from an Account a reasonable charge for interest on the overdraft and for processing the transaction and overdraft.
 - d. An Account will bear all brokers' commissions and other trading costs associated with a securities transaction for the Account.
11. **Liabilities**
 - a. Bank accepts no liability for losses arising from:
 - i. Good faith reliance by Bank upon information received from issuers of investments, UMA Providers, their agents, sub-custodians and other commercially reasonable sources;
 - ii. The bankruptcy or failure of any other third parties beyond the control or choice of Bank; or
 - iii. The limitations inherent in the rights, transferability, or similar investment characteristics of an Asset.
 - b. If Client shall direct Bank to initiate outgoing wire transfers from the Account pursuant to a Wire Transfer Agreement, the duties and responsibilities of the parties shall be governed by that Agreement. If Client shall direct Bank to make such

transfers, or any other payment from an Account without signing such an agreement, or without using commercially reasonable security precautions for payments or transfers, Bank shall have no liability to Client or any other party for any loss arising in connection with the payment or transfer.

12. Fees and Expenses

- a. If Bank is requested to perform any services for an Account or Client in connection with the Account after Bank shall have designated the Account as "closed" on its books and records, it may require that its estimated out-of-pocket expenses connected therewith and a reasonable fee for performing such services be paid to it before commencing the services.
- b. While there are certain expenses and fees charged by third party fund providers, SunTrust Client portfolios will generally have access to the Institutional class share of these providers' products. That class of share helps to minimize the implicit expenses incurred by the account in its investment in these funds. SunTrust will receive no benefit or compensation from the third party fund providers in exchange for investing in their funds.
- c. Certain investment management fees for services by UMA Providers, if applicable, will be charged directly to the Account and such fees will be in addition to, and will not reduce, the compensation paid to the Bank.

13. Investment Management Information

- a. A clear and mutually understood investment objective is fundamental to the Bank's carrying out its duties under any Agreement which requires it to manage the investments of an Account. If a Client experiences a change of circumstances affecting the investment objective for an account, or just a change of mind, Client shall notify the Bank of those changes.
- b. Bank is exempt from registration as a Broker or Dealer in securities under the Securities Exchange Act of 1934 and from registration as a Registered Investment Adviser under the Investment Advisers Act of 1940.
- c. Bank provides investment management services to many clients who are in many different circumstances and have many different investment objectives. Bank strives to provide services which are appropriate to each of those clients individually. As a result, there may be wide variances in those services provided to different accounts. In addition, UMA Providers, if utilized, may provide investment management services for various clients, and each UMA Provider or its affiliates may give advice or take actions for its clients that differ from the advice given or the timing or nature of any action in a particular investment strategy. Bank shall not be liable for any failure to purchase or sell any security on behalf of Client when, in its opinion, such transaction may be contrary to its policies and procedures, a violation of any federal or state law or regulation, or breach of a confidential relationship with any person or entity.
- d. Bank may recommend inclusion of an affiliated fund in Client's investment strategy based upon greater familiarity of, and confidence in, the investment process and management capabilities of these funds. Recommending affiliated funds presents inherent conflicts of interest that include additional fees to Bank or its affiliates such as investment advisory fees, distribution fees, shareholder servicing, or other related services fees.
- e. Bank may, pursuant to an automatic cash-sweep program, utilize an affiliated money market account for Client's cash in the Account awaiting investment or reinvestment. Bank, or its affiliates, may receive compensation for providing investment advisory, administrative, distribution, transfer agency, or other services to the money market fund that may be based on assets under management.
- f. Bank will not seek or use any material non-public ("inside") information about any issuer of securities on behalf of an Account.
- g. Consistent with best execution principles, Bank may place some securities transactions for Assets of accounts with securities brokers who provide investment research services to Bank in consideration of those transactions.

Custodial Services



Annual Schedule of Fees for the City of Marietta General Employees

Retirement Services Effective 09-10-2008

Market Value Fees:	For Accounts with More Than \$50 Million in Custody
First \$75 Million	.03%
Next \$75 Million	.02%
Over \$150 Million	.01%

(Assets managed by SunTrust will be discounted to the custody for investment management schedule (CUW). CUW will be combined with non-management assets for the above tiers.)

*Global Custody – For custody, income collection, trade settlement, communication, accounting, and reporting for global portfolios, a fee of 12 basis points of the asset market value and \$25 expense per transaction will be applied.

Benefit Payment/Check Fees/Wire Transfers:			
<u>ACH</u>	<u>Periodic</u>	<u>Other Disbursements</u>	<u>Wire Transfers</u>
\$30	\$36	\$30	\$25
Per payee, Per Annum		Per check (Non-Periodic & Misc)	Outgoing

Rates include charges for tax calculations and withholdings, tax reporting, postage, and changes to periodic payments including amount, amount withheld, and address. All distributions paid by check from the plan's account are drawn on an omnibus account in the name of SunTrust Bank. Any float associated with such payment is retained by SunTrust as part of our compensation for handling benefit payment transactions. Distributions paid by direct deposit or wire transfer do not generate any float.

Transaction Fees (Non-RidgeWorth and non-SunTrust managed assets only)	WAIVED
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Manager Relationship Fees (Annual)		
Manager Fee*	\$2,000	Per Manager
Mutual Fund Fee (Non-STI fund)	\$1,000	Per Mutual Fund
Investment Performance Fee	\$1,200	Per Account
Non-Exchange Traded Assets	\$1,500 + \$30/trade	Per CUSIP

* This fee covers relationship management duties and personnel costs associated with outside investment managers acting on a direct basis.

Additional Charges: Additional charges may be made for extraordinary services that are not contemplated in this schedule of fees, or the governing documents. Those charges may be based on hourly rates or upon the size, importance, difficulty and novelty of the service. The current hourly rates are:

Retirement Services Paraprofessional	\$125 per hour
Retirement Services Professional	\$250 per hour

Out-of-pocket expenses incurred such as copying, courier, postage and express mail will be added to your quarterly fee statement. Expenses incurred for any required tax filing preparation (Forms 1041 or 990) prepared through SunTrust will be passed along to the client. Proxy charges are based on actual costs and will be quoted separately. Separate fee schedules apply to investments in Real Estate and non-exchange traded assets.

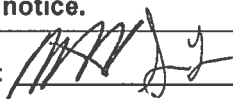
Service Termination Fees: A reasonable charge will be assessed for deconversion within the first three years of service, not to exceed \$3,000.

Discount to Fees: Applied to Minimum Fees/Explicit Fees	N/A
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MINIMUM ANNUAL FEE: \$15,000¹

Fees will be calculated quarterly and charged to your account if not paid by the invoice due date.

Unless SunTrust services are terminated, the fees listed herein will be charged or billed to your account as of the effective date noted above. SunTrust will treat continued use of the services described on this schedule as your agreement to and acceptance of the fee schedule. This fee schedule may be changed from time to time after advance notice.

Initialed by:  (employer)

¹Investment management fees apply toward the minimum.

Annual Schedule of Fees for the City of Marietta General Employees

Retirement Services
Effective 09-10-2008

The value of the account subject to this fee will include the value of all mutual funds held in the account. For purposes of this Minimum Annual Fee, SunTrust Bank will credit an amount equal to the investment advisory fees earned by any of its affiliates with respect to those fund holdings, including holdings of the RidgeWorth Funds. Please see the prospectuses of the funds for a description of the investment advisory fees and other expenses of those Funds.

"FLOAT" DISCLOSURE STATEMENT

All benefit distributions and other payments paid by check from your plan or account are drawn on an omnibus account in the name of SunTrust Bank. Any income earned on the "float" associated with such payments is retained by SunTrust as part of our compensation for handling these payment transactions. Benefit distributions and other payments paid by direct deposit, wire transfer or other electronic method of transfer have no "float."

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) INSURANCE PASS-THROUGH COVERAGE DISCLOSURE

Under federal law, whether an employee benefit plan deposit is entitled to per-participant (or "pass-through") deposit insurance coverage is based, in part, upon the capital status of the insured institution at the time each deposit is made. Specifically, "pass-through" coverage is not provided if, at the time an employee benefit plan deposit is accepted, by an FDIC-insured bank or savings association, the institution may not accept brokered deposits under the applicable provisions of the Federal Deposit Insurance Act. Whether an institution may accept brokered deposits depends, in turn, upon the institution's capital level. If an institution's capital category is either "well capitalized," or is "adequately capitalized" and the institution has received the necessary broker deposit waiver from the FDIC, then the institution may accept brokered deposits. If an institution is either "adequately capitalized" without a waiver from FDIC or is in a capital category below "adequately capitalized," then the institution may not accept brokered deposits. The FDI Act and FDIC regulations provide an exception from this general rule on the availability of "pass-through" insurance coverage for employee benefit plan deposits when, although an institution is not permitted to accept brokered deposits, the institution is "adequately capitalized" and the depositor receives a written statement from the institution indicating that such deposits are eligible for insurance coverage on a "pass-through" basis. The availability of "pass-through" insurance coverage for employee benefit plan deposits also is dependent upon the institution's compliance with FDIC recordkeeping requirements.

SunTrust Bank's capital category currently is "well capitalized." Thus, in our best judgement, employee benefit plan deposits are currently eligible for "pass-through" insurance coverage under the applicable federal law and FDIC insurance regulations.

Under the FDIC's insurance regulations on employee benefit plan deposits, an insured bank or savings association must notify employee benefit plan depositors if new, rolled-over or renewed employee benefit plan deposits would be ineligible for "pass-through" insurance and must provide certain ratios on the institution's capital condition to employee benefit plan depositors who request such information. If you would like additional information on SunTrust Bank's capital condition, please make a request to your account's administrative officer.

ACKNOWLEDGEMENT: I acknowledge receipt of a copy of this fee schedule by which I shall be charged for the Bank's services, and hereby accept and agree to pay the fees and expenses as specified in this annual schedule of fees.

By:  Dated: 3-5-09

*Trusco Capital Management, a division of RidgeWorth Capital Management, Inc.