

**NATIONWIDE COOPERATIVE
AGREEMENT
FOR
SUPERVISION AND EXAMINATION
OF MULTI-STATE TRUST
INSTITUTIONS**

TABLE OF CONTENTS

| | Page |
|--|------|
| ARTICLE 1. DEFINITIONS | 1 |
| Section 1.1. Specific Terms..... | 1 |
| Section 1.2. Other Defined Terms..... | 4 |
| ARTICLE 2. STATEMENT OF PURPOSE..... | 4 |
| Section 2.1. Background | 4 |
| Section 2.2. Purpose and Intent..... | 5 |
| Section 2.4. Responsibilities..... | 6 |
| ARTICLE 3. INFORMATION SHARING | 6 |
| Section 3.1. Request for Information..... | 6 |
| Section 3.2. Providing Information..... | 6 |
| Section 3.3. Confidentiality..... | 6 |
| Section 3.4. Subpoenas..... | 7 |
| ARTICLE 4. RESPONSIBILITY FOR EXAMINATION..... | 7 |
| Section 4.1. Role of Home State Supervisors..... | 7 |
| Section 4.2. Role of Host State Supervisors..... | 8 |
| Section 4.3. Planning and Scheduling..... | 8 |
| Section 4.4. Efficient Use of State Resources..... | 8 |
| ARTICLE 5. ENFORCEMENT ACTIONS | 8 |
| Section 5.1. Home State Notification and Action..... | 8 |
| Section 5.2. Emergency Action by Host State..... | 9 |
| ARTICLE 6. APPLICABLE LAWS | 9 |
| Section 6.1. Host State Law..... | 9 |
| Section 6.2. Home State Law..... | 9 |
| Section 6.3. List of State Laws..... | 9 |
| ARTICLE 7. APPLICATIONS..... | 9 |
| Section 7.1. Approval Authority..... | 9 |
| Section 7.2. Notification to Host State..... | 10 |
| ARTICLE 8. COMPLAINTS | 10 |
| Section 8.1. Responsibilities..... | 10 |
| Section 8.2. Enforcement Actions..... | 10 |
| ARTICLE 9. PARTIES..... | 10 |
| Section 9.1. Representations and Warranties..... | 10 |
| Section 9.2. Change in Power or Authority..... | 11 |

| | |
|---|----|
| ARTICLE 10. EXECUTION, ENFORCEABILITY, OTHER AGREEMENTS AND | |
| TERMINATION | 11 |
| Section 10.1. Execution..... | 11 |
| Section 10.2. Binding and Enforceable..... | 11 |
| Section 10.3. Other Agreements. | 11 |
| Section 10.4. Amendment and Termination. | 11 |
| Section 10.5. Impact on State Law..... | 12 |
| ARTICLE 11. MISCELLANEOUS..... | 12 |
| Section 11.1. Captions..... | 12 |
| Section 11.2. Waiver..... | 12 |
| Section 11.3. Survival..... | 12 |
| Section 11.4. Severability..... | 12 |

ARTICLE 1. DEFINITIONS

Section 1.1. Specific Terms.

For purposes of this Agreement:

1. "Act as a fiduciary" refers to the standard of law, however styled, in a host state describing the trust activities by a trust institution requiring such institution to be licensed as a trust company in the host state or qualify for an exception to such licensing requirement. By way of illustration, only, such actions generally include one or more of the following when conducted in the host state:
 - (a) accept or execute trusts, including to (i) act as trustee under a written agreement; (ii) receive money or other property in its capacity as trustee for investment in real or personal property; (iii) act as trustee and perform the fiduciary duties committed or transferred to it by order of a court of competent jurisdiction; (iv) act as trustee of the estate of a deceased person; or (v) act as trustee for a minor or incapacitated person;
 - (b) administer in any other fiduciary capacity real or personal property; or
 - (c) act pursuant to order of court of competent jurisdiction as executor or administrator of the estate of a deceased person or as a guardian or conservator for a minor or incapacitated person.
2. "Bank" has the meaning set forth in 12 U.S.C. § 1813(h); provided that the term "bank" shall not include any "foreign bank" as defined in 12 U.S.C. § 3101(7), except for any such foreign bank organized under the laws of a territory of the United States, Puerto Rico, Guam, American Samoa or the Virgin Islands, the deposits of which are insured by the Federal Deposit Insurance Corporation.
3. "Branch" means a bank branch as defined by host state law.
4. "Client" means a person to whom a trust institution owes a duty or obligation under a trust or other account administered by the trust institution or as an advisor or agent, regardless of whether the trust institution owes a fiduciary duty to the person. The term includes the non-contingent but not the contingent beneficiaries of an account.
5. "Company" includes a bank, trust company, corporation, limited liability company, partnership, association, business trust, or another trust.
6. "Depository institution" means any company chartered to act as a fiduciary and included for any purpose within any of the definitions of "insured depository institution" as set forth in 12 U.S.C. §§ 1813(c)(2) & (3).

7. "An emergency" shall include, but not be limited to, the existence of conditions or circumstances which, if allowed to continue, will likely result in harm to the public.
8. "Enforcement action" means any action whether civil, criminal, administrative, or equivalent action, to enforce banking, trust or any other applicable laws.
9. "Federal bank regulatory agency" means the Federal Reserve System in the case of a bank which is a member of the Federal Reserve System or the Federal Deposit Insurance Corporation in the case of a bank which is not a member of the Federal Reserve System.
10. "Foreign bank" means a foreign bank, as defined in section 1(b)(7) of the federal International Banking Act of 1978, chartered to act as a fiduciary in a state other than the host state.
11. "Home state" means the state where a multi-state trust institution is chartered.
12. "Home state supervisor" means the state supervisory agency with primary responsibility for chartering and supervising a multi-state trust institution.
13. "Host state" means a state other than the home state of a trust institution where the trust institution maintains or seeks to establish an office or seeks to engage in any trust activity.
14. "Host state supervisor" means the state supervisory agency of the host state with respect to a multi-state trust institution.
15. "License" means the authority granted by the host state supervisor to a multi-state trust institution to establish, acquire or maintain a trust office in the host state.
16. "Multistate trust institution" means a trust institution operating or seeking to operate in more than one state.
17. "Office" with respect to a multi-state trust institution means a trust office or a representative trust office, but not a branch.
18. "Originating authority" means the state supervisory agency that originally compiles or drafts an item of supervisory information.
19. "Out-of-state bank" means a bank which is an out-of-state trust institution.
20. "Out-of-state trust institution" means a trust institution that is not chartered by the host state.
21. "Person" means an individual, a company or any other legal entity.

22. "Registration" means the process by which a trust institution has been authorized by the host state supervisor to acquire, establish or maintain a representative trust office in the host state.
23. "Representative trust office" means an office at which a multi-state trust institution has been authorized by the host state supervisor to engage in any trust business other than acting as a fiduciary.
24. "State" means any state of the United States, the District of Columbia, any territory of the United States, Puerto Rico, Guam, American Samoa, the Trust Territory of the Pacific Islands, the Virgin Islands, and the Northern Mariana Islands.
25. "State bank" means a bank chartered to act as a fiduciary by a state supervisory agency.
26. "State supervisor" or "state supervisory agency" means the department, division or agency of state government that exercises supervisory jurisdiction over banks and/or trust companies.
27. "Supervisory information" means all information and reports compiled or drafted in the ordinary course of supervising and examining a multi-state trust company, including reports of examination and information relating to applications, complaints, and enforcement actions, or copies thereof.
28. "Trust activity" means any activity by a multi-state trust institution within a host state which constitutes under host state law:
 - (a) Acting as a fiduciary,
 - (b) Doing a trust business; or
 - (c) Marketing or soliciting any trust business or providing any administrative or client services in connection with (a) or (b) above.
29. "Trust business" means the holding out by a person to the public by advertising, solicitation or other means that the person is available to perform any service as a fiduciary in the host state, including but not limited to:
 - (a) acting as a fiduciary, or
 - (b) to the extent not acting as a fiduciary, any of the following: (i) receiving for safekeeping personal property of every description; (ii) acting as custodian, assignee, bailee, conservator, transfer agent, escrow agent, registrar or receiver; or (iii) acting as financial advisor, investment advisor, agent or attorney-in-fact in any agreed upon capacity.

30. "Trust company" means a state trust company or any other company chartered under home state law to act as a fiduciary that is neither a depository institution nor a foreign bank.
31. "Trust institution" means a depository institution, foreign bank, state bank or trust company.
32. "Trust office" means an office, other than the principal office, at which a trust institution is licensed by the host state supervisor to act as a fiduciary.

Section 1.2. Other Defined Terms.

As used in this Agreement, unless otherwise specified, (a) all references to sections, articles, or paragraphs are to sections, articles, or paragraphs to this Agreement, and (b) "hereof" and "herein" refers to this Agreement in its entirety unless otherwise specified.

ARTICLE 2. STATEMENT OF PURPOSE

Section 2.1. Background.

Host states have not typically permitted out-of-state trust institutions to engage in a trust business in the host state or to conduct trust activities in the host state except for the following:

- (a) On a reciprocal basis, usually requiring the out-of-state trust institution to obtain authority to act as a fiduciary in the host state on a particular account from the host state supervisor; and
- (b) Marketing and soliciting in the host state.

In fact, some host state statutes and regulations as interpreted traditionally did not permit either of the above activities by out-of-state trust institutions.

In 1994, Congress acted on interstate banking, by adopting the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994. In doing so, Congress opened the door for national banks to operate branches on a nationwide basis.

CSBS responded with recommended statutory options and eventually facilitated unanimous acceptance of the Nationwide Cooperative Agreement for interstate banking and branching in 1997. The cumulative effect of the Nationwide Cooperative Agreement has been extremely positive for state banking institutions and state supervisory agencies alike. CSBS and the state trust supervisors agree that similar coordinated supervision of multi-state trust institutions is an important objective as well.

In March 1997, the CSBS Multistate Trust Institutions Project Working Group provided CSBS members with Statutory Options for Multistate Trust Activities. These options were designed to assist states in their efforts to enact legislation to maintain competitive, responsive,

safe and sound trust services for the citizens of their states. To achieve these goals, the states were also encouraged to enter into cooperative agreements tailored to the unique corporate structure and business strategy of the multi-state trust institutions involved.

Since the publishing of the Statutory Options for Multistate Trust Activities, many states have adopted legislation based on, or incorporating portions of, those options and have accordingly permitting multistate trust institutions to operate in those host states on a broader basis. Other states have modified their laws in other ways to permit more interstate trust activity. Consequently, the historical pattern has changed so that while some states continue to prohibit any trust activity in that state by an out-of-state trust institution, virtually all states now permit one or more of the following activities:

- (a) Reciprocal interstate trust activity;
- (b) Marketing and soliciting of trust business by out-of state institutions in the host state, but without an office in the host state;
- (c) Any trust activity in the host state as long as it does not constitute "doing a trust business" as defined by host state law;
- (d) Operating one or more representative trust offices in the host state; and
- (e) Operating one or more trust offices in a host state.

Section 2.2. Purpose and Intent.

- (a) The purposes of this Agreement are to promote a comprehensive nationwide system to supervise and examine multi-state trust institutions cooperatively among the states; to foster effective coordination and communication among the parties to the Agreement; to avoid unnecessary regulatory duplication and to facilitate the process of supervision and examination with the least regulatory burden to multi-state trust institutions; and to enhance responsiveness to local needs and interests.
- (b) It is not the intent of this Agreement to determine what activities a multi-state trust institution may conduct in a host state, with or without licensing or registration, or to otherwise modify either home state or host state law. Rather it is the intent of this Agreement to provide an allocation of supervisory responsibility and activity between the host state supervisor and the home state supervisor with respect to multi-state trust institutions permitted by the host state to engage in a trust business or conduct any other trust activities in the host state.
- (c) Nothing in this Agreement is intended to govern or affect the trust activities of an out-of-state bank at a branch located in the host state.

Section 2.4. Responsibilities.

The parties recognize that the home state supervisor is the primary regulator and will act as the single point of supervisory contact. The home state supervisor is primarily responsible for supervising its multi-state trust institutions, including offices that may be established in various host states. In addition, the parties recognize that host state supervisors have a legitimate interest in monitoring the safety and soundness of multi-state trust institutions that operate offices or otherwise conduct trust activities in their states and in assuring those facilities and activities are operated in compliance with host state law.

Overall, the parties will cooperate to assure that each of their material interests, authorities and responsibilities is fulfilled.

ARTICLE 3. INFORMATION SHARING

Section 3.1. Request for Information.

A state supervisor may at any time request from another state supervisor, supervisory information regarding a state chartered multi-state trust institution doing business in both states. The request shall be made in writing by the state supervisor or the supervisor's designee.

A request by a state supervisor should be reasonably specific as to the documents or information sought. The state supervisor may request items relating to a particular event, such as a specific examination report, or may make a standing request for all items of a particular nature or relating to a specific multi-state trust institution.

The state supervisor shall limit its use of information obtained under this Agreement to purposes directly related to its supervisory authority.

When a federal or other state regulatory agency requests information from a host state, the host state should refer the request for information to the home state.

Section 3.2. Providing Information.

The state supervisor shall comply with a request for supervisory information within a reasonable time to the fullest extent permitted by state law. Supervisory information protected by federal law shall not be provided until the permission of the appropriate federal bank regulatory agency is obtained, following appropriate federal disclosure procedures.

Section 3.3. Confidentiality.

Supervisory information shared under this Agreement shall be presumed to be confidential unless otherwise specified by the originating authority. To the fullest extent permitted by law, the parties will treat information obtained under this Agreement with the same degree of confidentiality that applies to the information in the hands of the originating authority.

Supervisory information shared under this Agreement remains the property of the originating authority and shall not be further disclosed by the recipient without the written permission of the originating authority, except as otherwise required by applicable law or order of a court of competent jurisdiction. Supervisory information obtained under this Agreement should be returned or destroyed.

Section 3.4. Subpoenas.

As soon as reasonably practicable after receipt of a subpoena or other legal process by any court, legislative body or governmental agency, or any request from another person or entity not a party to this Agreement seeking disclosure of supervisory information supplied by the originating authority, and before disclosing any supervisory information, a state supervisor shall notify the originating authority so that the originating authority may have an opportunity to challenge the release of the information. Home state and host state supervisors shall cooperate in the preparation of any memoranda, request for protective order, or pleadings deemed desirable by the originating authority to protect the confidentiality of supervisory information.

ARTICLE 4. RESPONSIBILITY FOR EXAMINATION

Section 4.1. Role of Home State Supervisors.

To promote a single point of contact, the home state supervisor shall be responsible for examining its multi-state trust institutions for safety and soundness and compliance with applicable laws, including coordination with the host state supervisors, the appropriate federal bank regulatory agency, if applicable, and trust company management. Subject to available examiner resources, the home state supervisor and host state supervisor may agree to use host state examiners in trust examinations of multi-state trust institutions.

The home state supervisor shall give reasonable notice to each host state supervisor of the timing and scope of an upcoming multi-state trust institution examination.

The home state supervisor should consult with and, if appropriate, use host state examiners to examine for compliance with applicable host state laws, including but not limited to trust, estate, probate and consumer protection laws.

The home state supervisor shall cooperate with the host state supervisor in designating the examiner-in-charge of a multi-state trust institution trust examination. If the home state supervisor participates in an examination program with the federal bank regulatory agencies, the examiner-in-charge may be an examiner employed and selected by a federal bank regulatory agency. The examiner-in-charge shall designate the examination responsibilities of each examiner involved in the examination. Each examiner involved in an examination shall perform the responsibilities designated and promptly report the findings to the examiner-in-charge in the form requested, together with supporting work papers. The designated examiner-in-charge shall rely on the guidance of the participating state supervisors in applying applicable laws to branches or offices in their state.

The designated examiner-in-charge shall compile the examination findings and advise all participating supervisors of the findings, any required follow-up actions and any proposed enforcement actions.

Section 4.2. Role of Host State Supervisors.

The host state supervisors, will participate with the home state supervisors in determining the use of host state examiners in trust examinations of multi-state trust institutions.

The host state supervisors may keep copies of examination findings and supporting work papers they create while participating in the home state supervisor's examination.

A host state supervisor shall advise the home state supervisor whenever the host state supervisor has reasonable cause to believe an examination of an office of a multi-state trust institution is necessary due to an emergency or otherwise required by host state law. If the home state supervisor is unable or unwilling to undertake the examination in a reasonable time, the host state supervisor may conduct the examination. A host state supervisor who conducts an examination under this provision shall observe the provisions of this Agreement otherwise governing a home state supervisor conducting an examination.

Section 4.3. Planning and Scheduling.

Each home state supervisor, in consultation with host state supervisors and the appropriate federal bank regulatory agency, if applicable, shall schedule its regular examinations of multi-state trust institutions. Each home state supervisor shall promptly furnish its schedule for examinations to each relevant host state supervisor together with the home state supervisor's anticipated request for host state supervisor's assistance in conducting the examinations.

Section 4.4. Efficient Use of State Resources.

If the home state supervisor and host state supervisor(s) agree to jointly conduct an examination of a multi-state trust institution in order to facilitate efficiencies in the examination process, and to reduce regulatory burden, the supervisors may enter into separate bilateral agreements governing the sharing of resources and compensation for services rendered to the extent permitted by the laws of their respective jurisdictions.

ARTICLE 5. ENFORCEMENT ACTIONS

Section 5.1. Home State Notification and Action.

The home state supervisor shall be primarily responsible for initiating trust enforcement actions against a multi-state trust institution. The home state supervisor shall notify all host state supervisors immediately of any enforcement action, formal or informal, taken against a multi-state trust institution. If reasonably practicable, notification by the home state supervisor will be given in advance of the enforcement action. Enforcement actions to address violations of host state laws where possible shall be taken jointly by home state and host state supervisors.

Section 5.2. Emergency Action by Host State.

Notwithstanding Section 5.1., the host state supervisor may in an emergency, upon reasonable notice to the home state supervisor, or when otherwise required by host state law, take any enforcement action against a multi-state trust institution permitted under host state law.

ARTICLE 6. APPLICABLE LAWS

The parties recognize that neither home nor host state supervisors may be empowered to waive provisions of home or host state law directly applicable to multi-state trust institutions, or their offices or trust activities in host states. However, to the extent it may assist counsel and judicial authorities in resolving issues of applicable law, the parties agree that those issues may be resolved using the following general principles.

Section 6.1. Host State Law.

Host state law shall apply generally to the operations in a host state of a multi-state trust institution, including, without limitation: (i) trust, estate and probate law; (ii) consumer protection laws; and (iii) licensing, registration or other nondiscriminatory filing requirements.

Section 6.2. Home State Law.

To the extent that, based on the principles referred to in Section 6.1., host state law is determined to be inapplicable to particular operations of a host state office of a multi-state trust institution or other trust activities in the host state, such operations and activities shall be governed by home state law. In addition, home state law shall apply generally to the corporate structure and procedures and internal policies of a multi-state trust institution including: (i) charter and bylaws; (ii) incorporation and dissolution; (iii) board of directors and management; (iv) capital; (v) loans and investments; (vi) common trust funds; (vii) dividends; (viii) indemnification of directors and officers; (ix) stock and debt; and (x) structure of trust company subsidiaries.

Section 6.3. List of State Laws.

Each of the parties may, for purposes of general guidance, supply to the other a list of state laws under Sections 6.1 and 6.2 that may be applied to multi-state trust institutions operating within their borders, indicating which state agency is responsible for implementing each of the laws.

ARTICLE 7. APPLICATIONS

Section 7.1. Approval Authority.

Unless otherwise expressly provided under host state law, the home state supervisor shall have approval authority over all applications from a multi-state trust institution.

Section 7.2. Notification to Host State.

The home state supervisor shall provide to each applicable host state supervisor notice of all applications/notifications relating to offices of a multi-state trust institution within their borders and shall take their views into account in the approval process. The host state supervisor shall immediately notify the home state supervisor if any provisions of the Agreement violate host state law. Also, when the home state supervisor reaches a decision in the approval process, the home state supervisor shall communicate this decision to the host state supervisor.

The home state supervisor shall provide to each host state supervisor notice of all applications/notifications by a multi-state trust institution to enter into a major corporate transaction such as a merger, acquisition, change of control or recapitalization and shall take their views into account in the approval process. Copies of the applications/notifications will be provided to host state supervisors upon request.

When host state law requires receipt or approval by the host state supervisor of an application for a license or registration of an office of a multi-state trust institution, the host state supervisor will use and rely on the application/notification filed by the multi-state institution with the home state supervisor, to the extent reasonably possible. The host state supervisor will require the multi-state trust institution to file only such additional information as it may require to act on the application/notification under host state law.

ARTICLE 8. COMPLAINTS

Section 8.1. Responsibilities.

The home state supervisor and the host state supervisor will agree as to which agency shall have the primary responsibility for the processing and resolution of consumer complaints filed against multi-state trust institutions by residents of their respective states. Information summarizing the volume, nature and resolution of consumer complaints will be provided by the designated supervisor on at least a quarterly basis. Instances of serious consumer abuse, violations of law and/or patterns of practice which cause serious supervisory concerns will be promptly reported and jointly resolved.

Section 8.2. Enforcement Actions.

Any enforcement action resulting from a complaint against a host state branch or office shall be taken as provided in Article 5 of this Agreement.

ARTICLE 9. PARTIES

Section 9.1. Representations and Warranties.

Each signatory state supervisor represents and warrants that he or she has all requisite power and authority to enter into and perform this Agreement and to the extent consistent with

state law, any party acting within the scope of this Agreement shall be deemed to be acting within the scope of the signatory state supervisor's statutory authority.

Section 9.2. Change in Power or Authority.

In case there is any material change in the power or authority of any signatory state supervisor to perform this Agreement, such state supervisor shall promptly give notice of the change to the other state supervisors.

ARTICLE 10. EXECUTION, ENFORCEABILITY, OTHER AGREEMENTS AND TERMINATION

Section 10.1. Execution.

The terms of this Agreement shall become effective for a state when the state supervisor of that state has executed the original or a counterpart signature page. Also, this Agreement is not intended to be limited to the original signatories, and other parties may sign after the initial execution of this document.

Section 10.2. Binding and Enforceable.

This Agreement shall be binding and enforceable on the parties to the extent allowed by state law.

Section 10.3. Other Agreements.

This Agreement is not intended to prevent the parties from entering into other agreements with individual parties, state financial institution supervisory agencies, or other regulatory agencies as may be necessary or appropriate, nor shall it prevent the parties from entering into agreements with individual trust institutions regarding the subject matter of this Agreement.

Section 10.4. Amendment and Termination.

Any party to this Agreement may propose an amendment at any time, but this Agreement may be amended only by a written instrument signed by each of the signatory state supervisors.

Notwithstanding the preceding paragraph, technical changes to this Agreement that are necessary or appropriate in light of changes in federal law shall in the absence of objections from any signatory state supervisor, take effect 30 days after the CSBS Board of Directors has approved such changes and provided written notice thereof to all signatory state supervisors.

Any party to this Agreement may withdraw from the Agreement at any time by giving written notice of withdrawal or termination to all other parties. The withdrawal of any party shall terminate the participation of the respective signatory state supervisor 90 days after the date of withdrawal unless the remaining parties waive the 90 day notice period.

Section 10.5. Impact on State Law.

Nothing in this Agreement is intended or shall be construed to preempt or otherwise contravene applicable state law governing multi-state trust institutions except to the extent, if any, explicitly adopted and given the force of law by a state supervisory agency with state law authority to do so.

ARTICLE 11. MISCELLANEOUS

Section 11.1. Captions.

The captions in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning or constructions of any provision of this Agreement.

Section 11.2. Waiver.

The waiver by any state supervisor of the performance of any provision of this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver of any other provision. The waiver by any state supervisor of the time for performing any act required by this Agreement shall not be considered a waiver of the time for performing any other act or an identical act required to be performed at a later time.

Section 11.3. Survival.

In the absence of state law to the contrary, this Agreement shall survive any change in the identity of the executive in charge of any home or host state supervisor.

Section 11.4. Severability.

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or illegal, such invalidity or illegality shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or illegal provision or application, and to this end, the provisions of this Agreement are declared to be severable.

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