

**SAFEKEEPING AGREEMENT
INSTRUCTIONS (Other Depository)**

1. Read Safekeeping Agreement
2. Fill in the date, Depository bank name, Owner bank name, and names and titles of signing officials where applicable.
3. Print the Agreement in triplicate.
4. Owner bank executes all 3 Agreements and forwards to Depository bank.
5. Depository bank executes all 3 Agreements and forwards to:

State Treasurer's Office
Centralized Treasury and Securities Management Division
915 Capitol Mall, Room 117
Sacramento, CA 95814

6. State Treasurer's Office (STO) reviews and executes all 3 Agreements and sends an original to the Owner bank, Depository bank, and retains an original.



STATE OF CALIFORNIA SAFEKEEPING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, ____ by and between JOHN CHIANG, the TREASURER OF THE STATE OF CALIFORNIA (the "Treasurer"), and _____ (the "Depository").

WITNESSETH:

From time to time, bonds, notes, or other securities, ("Securities") are deposited with the Treasurer by _____ (the "Owner") to secure the faithful performance of the duties and responsibilities imposed upon the Owner.

The Treasurer, with the consent of the Owner, is authorized under the laws of the State of California to place and maintain the Securities for safekeeping as a trust deposit with any state or national bank in this state or a trust company authorized to act as such in this state, or any state or national bank authorized to conduct a trust business and located in any city designated as a Reserve City or Central Reserve City by the Board of Governors of the Federal Reserve System, other than the Owner; and

The Treasurer desires to deposit with the Depository for safekeeping, all or any part of the securities deposited with the Treasurer by the Owner, and all or any part of the Securities which may hereafter be deposited with the Treasurer by the Owner; and

The Owner has consented to the deposit by the Treasurer with the Depository of any Securities received by the Treasurer from the Owner;

NOW THEREFORE, it is agreed by and between the parties hereto that:

1. The Depository shall accept for safekeeping for the Treasurer any Securities that may be tendered to it in accordance with the written instructions issued to the Depository by the Treasurer and issue its receipt therefore to the Treasurer and shall hold the Securities in accordance with this Agreement.

2. The Depository shall require that any Securities authorized for deposit under this Agreement, which are not payable to bearer, be issued to, duly assigned, or endorsed to the Treasurer, unless the Owner has executed an irrevocable power of attorney authorizing the Treasurer to assign the Securities. Further, the Depository shall be responsible to the Treasurer for determining that all the assignments, endorsements and supporting documents are valid and duly executed and are good and sufficient to support transfer of title to the Securities.

3. The Depository is authorized and instructed, unless receiving written instructions to the contrary from the Treasurer, to deliver maturing coupons of the Securities to the Owner, or collect the interest represented thereby and to deliver or credit the same to the account of the Owner.

4. The Depository shall be guided by the Treasurer's written instructions as to the disposition of any Securities, and the completion of the Treasurer's written instructions shall constitute a complete discharge of the Depository from liability for any Securities so disposed.

5. The Depository shall be responsible for the safekeeping of all securities deposited with it by the Treasurer or for the account of the Treasurer, and the Securities shall be deemed a trust deposit and shall be kept separate and apart from all other securities owned or held by or for the Depository.

6. This Agreement is executed in accordance with the laws of the State of California and nothing in this Agreement shall be construed as altering the rights, duties, and responsibilities of the parties to this Agreement other than as set forth in said laws, and all amendments thereto, which are made a part of this Agreement.

7. This Agreement can be terminated at any time by the Treasurer by delivering a written notice of termination to the Depository, and may be terminated by the Depository upon fifteen (15) days written notice to the Treasurer and the Owner.

8. The Owner is responsible for all charges for handling and safekeeping of any Securities deposited under this Agreement. The Treasurer is not responsible for any charges or expenses in connection with this Agreement.

9. This Agreement supersedes existing agreements for the safekeeping of Securities executed by and between the parties hereto as of the date hereof. All Securities deposited under existing agreements shall, as of the date hereof, be and they are hereby considered as being deposited and held subject to this Agreement.

IN WITNESS WHEREOF, the Treasurer has caused this Agreement to be executed, and the Depository has caused this Agreement to be executed by its duly authorized officers on the day and year first written above.

JOHN CHIANG
TREASURER OF THE STATE OF CALIFORNIA

By _____
Name _____
Title _____

(Depository)

By _____
Name _____
Title _____

By _____
Name _____
Title _____

CONSENT OF OWNER

_____, Owner of the Securities to be deposited for safekeeping under the foregoing Agreement, hereby consents to the deposit by JOHN CHIANG, the TREASURER OF THE STATE OF CALIFORNIA, with _____ for safekeeping under the foregoing Agreement, of any Securities now or hereafter deposited by the Owner with the Treasurer, and agrees to pay all charges for handling and safekeeping which arise under the foregoing Agreement.

(Owner)

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Originals to: Treasurer
Owner
Depository