

**SAFEKEEPING AGREEMENT
INSTRUCTIONS (FRB Depository)**

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

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

5. State Treasurer's Office (STO) reviews and executes both Agreements and sends an original to the Owner bank and retains an original at the STO.



STATE OF CALIFORNIA SAFEKEEPING AGREEMENT

THIS AGREEMENT is made this ____ day of _____, _____, by and between FIONA MA, CPA, the TREASURER OF THE STATE OF CALIFORNIA (the "Treasurer"), and _____ (the "Owner").

RECITALS

From time to time, U.S. Treasury Bonds, Notes, or other Federal Reserve Bank eligible book-entry securities ("Securities") are deposited with the Treasurer by the Owner in the Federal Reserve Bank ("FRB") to secure the faithful performance of the duties and responsibilities imposed upon the Owner, including, but not limited to, those imposed under the provisions of California Financial Code Section 1570, et seq. and California Government Code Section 16500, et seq.

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, the Federal Reserve Bank, 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 FRB 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 FRB of any Securities received by the Treasurer from the Owner.

AGREEMENT

It is agreed by and between the Treasurer and the Owner that:

1. Federal Reserve Bank Operating Circular 7, Appendix C ("Appendix C"), "Custody Agreement for Book-Entry Securities," is incorporated herein by this reference and is a part of this Agreement, except as expressly provided otherwise herein. Further, as specified in Appendix C, Section 3.2, the Owner (Pledgor) agrees to all the provisions of Appendix C by initiating a "Collateral Transaction" (as defined in Appendix C) with FRB in accordance with this Agreement.
2. Subject to compliance with Appendix C, FRB shall accept for safekeeping all book-entry Securities submitted under this Agreement and, any such Securities tendered to FRB from time to time by the Treasurer that are being deposited with the Treasurer by the Owner.
3. The Owner shall ensure that all Collateral Transactions with regard to Securities, whether delivered as initial deposits, additions, or proposed substitutions, or to be withdrawn from FRB, have been previously authorized in writing by the Treasurer. Notwithstanding Appendix C, Section 4.1, and as agreed to in writing by FRB with the Treasurer as provided for in Appendix C, Section 2.2, FRB shall not execute any Collateral Transactions without written instructions from the Treasurer.
4. 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.

5. This Agreement can be terminated at any time by the Treasurer by delivering a written notice of termination to the Owner, and may be terminated by the FRB upon thirty (30) days' written notice to the Treasurer and the Owner, pursuant to Appendix C.

6. The Owner is responsible for all charges by FRB 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.

7. 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 with the Owner to be executed on the day and year first written above.

FIONA MA, CPA
TREASURER OF THE STATE OF CALIFORNIA

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 FIONA MA, CPA, the TREASURER OF THE STATE OF CALIFORNIA, with the Federal Reserve Bank 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