



STATE OF IDAHO

OFFICE OF THE STATE TREASURER

RON G. CRANE STATE TREASURER

CUSTODY AGREEMENT

THIS CUSTODY AGREEMENT is made and entered into in Boise, Idaho, this ___ day of _____, 20__ by and between _____, hereinafter called "Company", and WELLS FARGO BANK, N.A., hereinafter called "Bank".

WHEREAS, pursuant to Section 72-301 of the Idaho Code the Company may be required to deposit and maintain qualified securities with the Treasurer, State of Idaho, to be held in trust for the benefit of the injured workers under the workmen's compensation laws of Idaho;

WHEREAS, pursuant to Section 72-302 of the Idaho Code, these securities can now be held in the Trust Department of an Idaho Bank or book entry form at the Federal Reserve in the Bank's Account for the State Treasurer, State of Idaho; and

WHEREAS, said deposits shall be made with and held by the Trust Department of an established bank located in Idaho approved by the State Treasurer, State of Idaho, for the purpose and under custodial arrangements likewise approved by them;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Company has placed with the Trust Department of Wells Fargo Bank, N.A. under the above referred to statutes and applicable regulations, the securities more fully described on the attached Schedule of Securities issued by the Treasurer, State of Idaho (hereinafter called "Schedule A");
2. The securities so placed in custody with the Bank are either in book entry or bearer form or are registered with bond powers attached; the Bank agrees to hold said securities in the form in which they are originally placed in custody with the Bank. The Bank, however, may contact the Company, and if agreed by the Company, may convert any bearer securities into book entry form. The Bank agrees not to convert said securities into any other type of securities of any form or nature without the express prior written consent of the Treasurer, State of Idaho, who shall first obtain the written consent of the Idaho Industrial Commission, and the Company;
3. The Bank shall collect all coupons and/or interest at maturity and shall distribute all income collected as received to or upon the order of the Company. The remittances shall be made by issuing a trust check or direct deposit into an account as instructed by the Company.



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4. The Bank shall furnish on a semi-annual basis, a list of securities held in the custody account to the Treasurer, State of Idaho, and to the Company;
5. The fees charged by the Bank for handling the custodial arrangements described herein shall be on a per fee schedule of the Bank agreed upon by the State Treasurer, State of Idaho. The fees charged; including other costs and expenses incurred by virtue of this Custody Agreement, such as the cost of clipping and forwarding interest coupons, shall be paid by the Company to the Bank;
6. This Custody Agreement shall be of no force and effect until the Treasurer, State of Idaho, in writing, approves the Bank as the custodian for the Company and likewise approves this Custody Agreement;
7. The Treasurer, State of Idaho, by issuing Schedule A mentioned in Paragraph 1 and by giving written consent to the placement of securities with the custodian and by written consent to this agreement, acknowledges and agrees that the deposit of said securities which the Bank holds as custodian under this Custody Agreement meets the requirements of securities acceptable by the Treasurer, State of Idaho for deposits of this nature;
8. All transactions in connection with the placement of the statutory deposit referred to herein and the withdrawal or release thereof shall only be effective upon the written direction and authorization of the Treasurer, State of Idaho, who shall first obtain the written consent of the Idaho Industrial Commission, and the Company;
9. The Company hereby agrees to furnish the Bank with a certified copy of the Resolution of its Board of Directors authorizing the officers of the Company to enter into this Custody Agreement and setting forth the officers who will direct the Bank concerning this custodian account;
10. The Bank shall be obligated to indemnify the Company for any loss of securities of the Company in the custody of the Bank occasioned by the negligence or dishonesty of the Bank's officers or employees, or burglary, robbery, holdup, theft, or mysterious disappearance, including loss by damage or destruction.

In the event that there is a loss of the securities in the custody of the Bank for which the Bank shall be obligated to indemnify the Company as provided in the immediately preceding paragraph, the Bank shall promptly replace the securities or the value thereof and the value of any loss of rights or privileges resulting from the loss of the securities. The Bank shall make available to the Company any and all securities or value amounts so replaced.

The Bank shall not be liable for any failure to take action required to be taken hereunder in the event and to



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the extent that the taking of such action is prevented or delayed by war (whether declared or not and including existing wars), revolution, insurrection, riot, civil commotion, Act of God, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause whatever beyond its reasonable control.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seal the date first above written.

(COMPANY)

By: _____

Title: _____

By: _____

Title: _____

Wells Fargo Bank, N.A.
(BANK)

By: _____

Title: _____



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APPROVAL

I, RON G. CRANE, the duly elected and acting Treasurer of the State of Idaho, hereby approve Wells Fargo Bank, N.A. as Custodian under the sections and regulations referred to in the attached agreement, of the statutory deposits of

DATED this ____ day of _____, 20__.

RON G. CRANE
Idaho State Treasurer