OFFICE OF STATE TREASURER SAFE DIVISION
ADMINISTRATIVE CODE

CHAPTER 892-X-1
GENERAL INSTRUCTIONS

892-X-1-A **Appendix A - Forms.**

STATE OF ALABAMA
OFFICE OF STATE TREASURER
SAFE DIVISION

AUTHORIZED REPRESENTATIVE(S) AND SIGNATURE CERTIFICATION

The undersigned officer/official of _____
(Name of Depository)
hereby certifies that the person(s) named below are duly empowered and authorized by the Board of Directors to represent and act on behalf of this Depository in any and all matters in the SAFE Program, including the completion of required SAFE reports, the issuance of instructions and the authority to enter into agreements/contracts with the State Treasurer concerning all cash and security transactions on behalf of this Depository. Once filed, the Treasurer shall accept **any one** of the following signatures for these purposes until countermanded in writing or superseded by a new certification.

_____	_____
Signature	Signature
_____	_____
Name and Title	Name and Title
_____	_____
Phone and e-mail	Phone and e-mail
_____	_____
Signature	Signature
_____	_____
Name and Title	Name and Title
_____	_____
Phone and e-mail	Phone and e-mail

I, _____, Secretary to the Board of Directors of _____ do hereby affirm that this Certification has been formally approved by the Board of Directors at a meeting held on _____ day of _____, 20____.

(Seal)

_____
Secretary to the Board of Directors

Execution Copy: January 2001
Form ST-S102

Certificate of
Qualified Public Depository

I hereby certify that

_____

has fulfilled the necessary requirements and is designated a qualified public depository under the Security for Alabama Funds Enhancement Act (SAFE), as prescribed in Section 41-14A of the Code of Alabama 1975, as amended. Upon this designation, said financial institution is hereby qualified to receive and hold public funds.

Given under my hand and seal this _____ day of _____.

_____
Kay Ivey
State Treasurer
Chairman, SAFE Board of Directors

Form ST-103

CERTIFICATION OF ADOPTION OF DIRECTORS' RESOLUTION
(For use if the Depository uses FHLB Letters of Credit as Collateral)

At a duly constituted meeting of the Board of Directors of _____, held on _____ day of _____, 20___, the following resolution was adopted:

WHEREAS, _____, a FDIC insured depository institution, desires to be a Qualified Public Depository for Alabama public deposits pursuant to applicable Alabama law (the "SAFE Program"); and

WHEREAS, the SAFE Program applicable Alabama law requires the Depository to execute a Contingent Liability Agreement, Collateral Agreement(s), and an Authorized Representative(s) and Signature Certification in order to meet the requirements of a Qualified Public Depository; and

WHEREAS, the Depository also will execute a Federal Home Loan Bank Letters of Credit Application and Agreement Governing Use (the "LC Application and Agreement") in order to induce the State Treasurer of the State of Alabama to allow the Depository to use Federal Home Loan Bank letters of credit issued for the account of the Depository in connection with satisfying the Depository's collateral-pledging requirement under the SAFE Program.

NOW, THEREFORE, it is hereby

RESOLVED, that the Board of Directors do hereby affirm that the Contingent Liability Agreement, dated _____, all and any Collateral Agreements which this institution may enter into in order to hold public deposits of the state of Alabama under the SAFE Program, the LC Application and Agreement and an Authorized Representative(s) and Signature Certification, have been formally adopted by the Board of Directors.

FURTHER RESOLVED, that the Contingent Liability Agreement, any and all Collateral Agreements, the LC Application and Agreement and the Authorized Representative and Signature Certification, shall be an official record of this Depository.

I, the undersigned, Secretary of _____, do hereby certify that the foregoing is a true, complete and accurate copy of the resolution duly adopted by the Board of Directors at a meeting held on the aforementioned date, at which a quorum of the directors were present; and do further hereby certify that the resolution has not been altered, amended, appealed or rescinded and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Depository this _____ day of _____, 20____.

(Seal) By: _____
Secretary

STATE OF ALABAMA
OFFICE OF THE STATE TREASURER
SAFE DIVISION

COLLATERAL AGREEMENT

Purpose. The purpose of this Agreement is to secure public deposits pursuant to the Security for Alabama Funds Enhancement Act, Sections 41-14A-1, et seq., Code of Alabama 1975, as amended from time to time (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the SAFE Board of Directors to implement the SAFE Act, as amended from time to time (hereinafter the "SAFE Rules"); the SAFE Act and the SAFE Rules being referred to hereinafter as the "SAFE Program."

Definitions. Terms used herein shall have the definitions given them in Section 41-14A-2, Code of Alabama 1975, as amended from time to time, and the SAFE Rules.

Parties. The parties (hereinafter "Parties") to this agreement (hereinafter "Agreement") are the State Treasurer (hereinafter "Treasurer"), and _____ of _____, Alabama (hereinafter "Depository"), and _____ of _____ (hereinafter "Custodian").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

(1) Depository represents that it is authorized to receive or hold Public Deposits pursuant to the SAFE Act.

(2) Custodian represents that it is a bank, savings association, or trust company that meets all legal requirements to be a Custodian and, is organized under Alabama law, or the laws of any other state of the United States, or of the United States, and that it has executed all forms required under the SAFE Program. Custodian hereby agrees to be subject to the jurisdiction of the courts of Alabama, or of the courts of the United States which are located within Alabama, for the purpose of any litigation arising out of the SAFE Program, and represents that it has been approved by the Board to act as a Custodian. Custodian agrees to advise Treasurer of the receipt of Eligible Collateral (hereinafter "Collateral") as directed by Treasurer and will, at the request of Treasurer, segregate Collateral from other securities, if any, held by Custodian for the account of the Depository. Custodian is responsible and liable to Treasurer for any action of its agents used to hold and service Collateral.

(3) (a) Depository from time to time may substitute other Eligible Collateral (hereinafter "Collateral") for existing Collateral (hereinafter "Substitute Collateral") or increase the level of its Collateral deposit, unless prohibited by Treasurer. The Collateral and Substitute Collateral, less Collateral withdrawn with the consent of Treasurer, are hereinafter referred to as the "Pledged Collateral."

(b) A Depository may apply for approval from the Treasurer to use Federal Home Loan Bank Letters of Credit ("FHLB L/Cs") as Eligible Collateral by completing, signing and submitting a Federal Home Loan Bank Letters of Credit Application for Approval and Agreement Governing Use ("LC Application and Agreement"). If approved, the use of FHLB L/Cs as Eligible Collateral by Depository will be subject to all of the provisions, requirements, conditions, limitations and restrictions of the LC Application and Agreement, the SAFE Act and the SAFE Rules, as well as any additional requirements, conditions, limitations and restrictions prescribed by the Treasurer. No substitution of any FHLB L/C for any other Collateral shall be effective unless and until the Treasurer has received the properly executed FHLB L/C or approved amendment to an existing FHLB L/C complying with the requirements of paragraph (7) of Rule 892-X-1-.18, the L/C Application and Agreement and this Agreement. No substitution, in whole or in part, of any Collateral for any FHLB L/C held by the Treasurer shall be effective unless and until the Custodian has acknowledged to the Treasurer in writing the Custodian's receipt of the substitute Collateral and the Treasurer has accepted the substitute Collateral as Eligible Collateral and, as applicable, returned the FHLB L/C to the Federal Home Loan Bank that issued it or accepted in writing the amendment to the FHLB L/C evidencing the corresponding reduction in the face amount of the FHLB L/C.

(c) The Pledged Collateral shall be held for the benefit of the Loss Payment Fund and all Pledged Collateral other than FHLB L/Cs shall be pledged to the State Treasurer.

(4) Depository represents, warrants and covenants that at no time will the market value of the Pledged Collateral be less than the Depository's Required Collateral.

(5) Depository will deliver to Custodian only Eligible Collateral.

(6) Custodian shall have no responsibility to ascertain whether the market value and the amount of Pledged Collateral is equal to or greater than Depository's Required Collateral, nor whether the Pledged Collateral is comprised of Eligible Collateral.

(7) Depository grants to Treasurer a security interest in Pledged Collateral (other than FHLB L/Cs, which will be issued directly to Treasurer). The security interest shall be deemed automatically perfected pursuant to the SAFE Act as of the date of the acceptance of the deposit of Collateral with the Custodian without the necessity of further action. Because FHLB L/Cs are issued to Treasurer as sole beneficiary thereof, the FHLB L/Cs are owned by Treasurer rather than owned by Depository and pledged to Treasurer.

(8) Custodian shall hold Pledged Collateral for the benefit of Treasurer. Any Collateral so held will be described on safekeeping or trust receipts issued by Custodian (hereinafter "Receipts"), copies of which Custodian will forward to Treasurer. Such Receipts shall be deemed a part of this Agreement.

(9) Depository shall not grant Custodian, and Custodian shall not accept, any lien attached to Pledged Collateral in favor of Custodian that is superior or equal to the security interest or other rights of Treasurer.

(10) Depository and Custodian shall be bound by any provisions necessary for Treasurer to have a perfected security interest in all Pledged Collateral (other than FHLB L/Cs) and to recognize Treasurer's rights as sole beneficiary of any FHLB L/Cs used in connection with satisfying Depository's Collateral-Pledging Requirement.

(11) Depository shall agree that Treasurer may, without notice to or consent by Depository, require Custodian to comply with and perform any and all written requests and orders directly from Treasurer. This shall include, but will not be limited to, liquidating all Collateral and submitting the proceeds directly to Treasurer in the name of Treasurer only, transferring all Collateral into an account designated solely by the Treasurer. Custodian shall comply with and perform any and all written requests and orders of the Treasurer.

Except in the case of any FHLB L/Cs and otherwise as necessary for Treasurer to enforce the security interest of the Treasurer, Depository shall not be deemed to have transferred ownership of any Pledged Collateral to Treasurer, but Depository's ownership of the Pledged Collateral shall be subject to a valid and enforceable lien and security interest in favor of the Treasurer. When a sale is made pursuant to the provisions of the SAFE Program and the purchase price paid, title to the securities sold will be transferred to the purchaser, and the purchaser is authorized to have the securities registered in the name of the purchaser or its nominee.

(12) All interest, dividends, other income or principal payments from the Pledged Collateral (other than any FHLB L/Cs) shall be the property of the Depository and shall be payable thereto provided the Custodian has not received written notice from Treasurer to hold such payments for the benefit of Treasurer.

In accordance with the terms of the LC Application and Agreement, FHLB L/Cs, if approved for use by the Treasurer, shall be issued to and held by the Treasurer and proceeds received by or payable to the Treasurer upon any drawing under any FHLB L/Cs, shall be paid, as designated by the Treasurer, to the Treasurer for deposit to the Loss Payment Fund under the SAFE Program or shall be deposited with an independent custodian designated by the Treasurer (the "Treasurer's Designated Custodian") for such purpose.

(13) Depository agrees to provide Treasurer immediate written notification of a pledge of Collateral or a substitution of Collateral.

(14) Custodian shall permit Depository to substitute Collateral held by Custodian if the Depository certifies that the market value of the Substitute Collateral is equal to or greater than the market value of the Collateral to be withdrawn, provided Custodian has not received written notice from Treasurer prohibiting free substitution.

(15) Custodian shall not permit Depository to withdraw or transfer Pledged Collateral without the prior written approval of Treasurer. Withdrawal transactions include maturity or call proceeds.

(16) If Depository withdraws Collateral or Custodian permits withdrawal of Collateral in violation of the Safe Program, the Depository or the Custodian, or both, shall be subject to the penalties provided in section 41-14A-7, Code of Alabama 1975, as amended.

(17) Depository shall deliver to Treasurer a certified Power of Attorney on a form supplied by Treasurer, bond assignment forms as required by the bond agent/trustee, supported by certified copies of resolutions adopted by the Depository's governing body authorizing execution of these documents, for each issue of Pledged Collateral registered in the name or nominee name of Depository.

(18) Custodian agrees to provide, at least quarterly or upon request from Treasurer, written confirmation of Pledged Collateral by each Depository. The confirmation shall be made within fifteen (15) business days of the request in a format approved by the Board and shall require no special identification other than the Depository name and location.

(19) Depository shall be responsible for all costs and expenses necessary to the functioning of the Agreement or associated with confirmation of Pledged Collateral to Treasurer and acknowledges that these costs and expenses shall not be a charge against the SAFE Program or Treasurer.

(20) Depository and Custodian are responsible and liable to Treasurer for any action of agents used to execute collateral transactions, submit reports, or to hold and service Pledged Collateral.

(21) Depository and Custodian agree that any information, forms, or reports electronically submitted to Treasurer pursuant to the SAFE Program shall have the same enforceability as a signed writing.

(22) Treasurer shall have the right to examine the Pledged Collateral at any time during the regular business hours of the Custodian without cost to Treasurer.

(23) The responsibility of Custodian for the safekeeping of the Pledged Collateral shall be limited to the diligence and care usually exercised by a banking or trust institution toward its own property.

(24) Depository represents and warrants to Treasurer that this Agreement has been formally authorized, approved and adopted by its Board of Directors, that it constitutes an official record of the Depository, and that it shall be in continuous effect until rescinded in writing.

(25) Depository shall designate the person(s) who are empowered and authorized to represent and act on behalf of Depository in any and all matters of every kind arising under the Safe Program. The Authorized Representative(s) and Signature Certification is incorporated into this Agreement.

(26) All notices and communications provided for hereunder shall be in writing and addressed as follows:

(1) If to the Treasurer:
SAFE Division
Office of State Treasurer
P.O. Box 302510
Montgomery, AL 36130-2510
Phone: (334) 242-7508 Fax: (334) 353-4354
E-mail: safe@treasury.state.al.us

(2) If to the Depository:
_____
_____
_____
_____

_____
_____
_____

(3) If to the Custodian:

_____
_____
_____
_____
_____
_____
_____

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date written below. This Agreement becomes effective when accepted and signed by the Treasurer.

Acknowledged and Agreed to:

DEPOSITORY and Seal _____

_____ _____
Signature of Authorized Officer Signature of Authorized Officer

_____ _____
Printed Name Printed Name

_____ _____
Title Title

Date _____ Date _____

CUSTODIAN and Seal _____

_____ _____
Signature of Authorized Officer Signature of Authorized Officer

_____ _____
Printed Name Printed Name

_____ _____
Title Title

Date _____ Date _____

STATE TREASURER and Seal

_____
Signature of State Treasurer

_____
Printed Name of State Treasurer

Date _____

STATE OF ALABAMA
OFFICE OF STATE TREASURER
SAFE Division

CONTINGENT LIABILITY AGREEMENT

Purpose. The purpose of this agreement is to secure public deposits pursuant to the Security for Alabama Funds Enhancement Act, Sections 41-14A-1, et seq., Code of Alabama 1975, as amended (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the Board to implement the SAFE Act (the "SAFE Rules"), the SAFE Act and the SAFE Rules being referred to hereinafter as the "SAFE Program."

Definitions. Terms used herein shall have the definitions given them in Section 41-14A-2, Code of Alabama 1975, as amended, and any applicable SAFE Rules.

Parties. The parties (hereinafter "Parties") to this agreement (hereinafter "Agreement") are the State Treasurer (hereinafter "Treasurer"), and _____ of _____, Alabama (hereinafter "Depository").

Depository represents that it is a bank or savings institution organized and existing under the laws of the state of Alabama, any other state of the United States, or the United States. Depository represents that it is authorized pursuant to the laws of this state or the United States to conduct, and is conducting, the business of making loans and taking deposits in this state. Depository represents that it has deposit insurance under the provisions of the Federal Deposit Insurance Act, 12 U.S.C. §§ 1811 et seq.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

(1) Depository guarantees all Public Depositors against loss caused by the default or insolvency of any and all other Qualified Public Depositories of the SAFE Program.

(2) Depository, in case of a Default or Insolvency, agrees to be bound by the procedures for payment of losses on behalf of the Loss Payment Fund and procedures promulgated by the SAFE Board of Directors. Depository also agrees to be bound by and to perform in strict accordance with the terms and provisions of all Collateral Agreements executed by Depository and its designated Custodian (hereinafter the "Collateral Agreement," whether one or more) and, if applicable, the Federal Home Loan Bank Letters of Credit Application For Approval and Agreement Governing Use (the "LC Application and Agreement") executed by Depository in conjunction with the use of Federal Home Loan

Bank letters of credit ("FHLB L/Cs") in connection with the satisfaction of Depository's Collateral-Pledging Requirement.

(3) Depository acknowledges that it is responsible for determining what accounts are Public Deposits, for correctly identifying Public Deposits on its records, and for properly reporting and collateralizing such accounts in compliance with the SAFE Program.

(4) Depository acknowledges that it is responsible at all times for having pledged to the Treasurer (or, in the case of FHLB L/Cs, issued to the Treasurer) the Depository's Required Collateral to secure Public Deposits held and hereby agrees to enter the Collateral Agreement to provide the Treasurer with a perfected security interest in all securities used as collateral and to recognize the Treasurer's rights in and to all funds received by the Treasurer or the Treasurer's designated custodian from drawings on FHLB L/Cs issued for the account of the Depository.

(5) Depository certifies that all collateral used to meet the Depository's Required Collateral (other than FHLB L/Cs, if applicable, which will be issued to the Treasurer as sole beneficiary and therefore will be owned by the Treasurer) will be the property of the Depository free of any and all encumbrances and that the Treasurer shall possess a perfected security interest in such collateral for as long as it may be required.

(6) Depository agrees to comply with all the reporting requirements promulgated by the SAFE Board of Directors.

(7) Depository agrees that under conditions resulting from mergers, consolidations, sales of assets, and similar transactions involving the Depository, this Agreement will succeed and be assumed by the resulting Depository for sixty (60) days until new agreements can be executed, as provided in the SAFE Rules.

(8) The Depository agrees that this Agreement will remain in effect for a period of twelve (12) months following voluntary or involuntary withdrawal from the SAFE Program and then be considered expired.

(9) The Depository agrees that any information or forms submitted by electronic data pursuant to the SAFE Program shall have the same enforceability as a signed writing.

(10) The Treasurer agrees that any information submitted by a Depository under the SAFE Program, if made confidential by any law of the United States or of this state and if the SAFE Board of Directors is notified by the Depository of such confidentiality, shall be considered confidential and exempt

from the provisions of Section 36-12-40, as amended, and not subject to dissemination to anyone other than the SAFE Board of Directors and the Treasurer.

(11) This signed Agreement shall remain in effect until replaced with an updated agreement or until the Depository's contingent liability in the SAFE Program expires.

(12) This Agreement shall be accompanied by a certified resolution of the Depository's Board of Directors (on the appropriate form of Certification of Adoption of Directors' Resolution specified in the SAFE Rules) verifying the Board's authorization, approval and adoption of the terms and conditions of this Agreement, the Collateral Agreement(s) and the LC Application and Agreement, if applicable. This Agreement, the Collateral Agreement and the LC Application and Agreement, if applicable, shall become a part of the official record of the Depository.

(13) This Agreement shall be accompanied by (1) an Authorized Representative(s) and Signature Certification, and (2) Collateral Agreement(s). The Certification and Collateral Agreement(s) shall remain in effect until replaced with updated documents.

(14) The Depository shall provide the Treasurer with certified notice of any changes in organizational structure affecting this agreement.

(15) All notices and communications provided hereunder shall be in writing addressed as follows:

(1) If to the Treasurer:
SAFE Division
Office of State Treasurer
P.O. Box 302510
Montgomery, AL 36130-2510
Phone: (334) 242-7508 Fax: (334) 353-4354
E-mail: safe@treasury.state.al.us

(2) If to the Depository:
_____
_____
_____
_____
_____
_____
_____

In witness whereof, the parties hereto have executed this Agreement under seal as of the date written below. This Agreement becomes effective when approved and signed by the Treasurer.

Acknowledged and Agreed to: Signature Guarantee or Attest by an Authorized Officer:

(Seal) _____
Name of Depository

By: _____ _____
Signature of Authorized Officer

Printed Name:_____ _____

Title:_____ _____

Date: _____ _____

Depository Tax ID:_____

Depository Charter Date: _____

Acknowledged and Agreed to:

(Seal) State Treasurer
State of Alabama

By: _____
Signature of State Treasurer

Printed Name: _____

Date: _____

STATE OF ALABAMA
OFFICE OF STATE TREASURER
SAFE Division

FEDERAL HOME LOAN BANK LETTERS OF CREDIT
APPLICATION FOR APPROVAL AND AGREEMENT GOVERNING USE
SAFE PROGRAM

I. DATE OF AND PARTIES TO THE AGREEMENT

This Agreement is effective_____,_____. The parties to this Agreement are the State Treasurer, State of Alabama (hereinafter referred to as "Treasurer") and the Qualified Public Depository (hereinafter referred to as "QPD").

II. DEFINITIONS

Terms used herein shall have the definitions given therein in Section 41-14A-2, Code of Alabama 1975, as amended from time to time (the "SAFE Act"), and any rules or regulations promulgated by the SAFE Board of Directors, as amended from time to time (the "SAFE Rules").

III. NAME CHANGE INFORMATION

If there are Federal Home Loan Bank letters of credit already issued to the Treasurer under a former QPD member account name that will continue to be used to meet collateral requirements for this QPD pursuant to Section 41-14A-5, Code of Alabama, list the former name:

_____

IV. AGREEMENT PURSUANT TO RULE 892-X-1-.18

As an inducement for the Treasurer to approve the use of FHLB letters of credit in connection with satisfying the QPD's Collateral-Pledging Requirement under the SAFE Program, the QPD represents and warrants to the Treasurer and covenant and agree with the Treasurer as follows:

A. The QPD is a member of the FHLB of (the "FHLB"). The QPD shall arrange for issuance by FHLB and delivery to the Treasurer of one or more letters of credit that meet the requirements of Section 41-14-35, Code of Alabama and Rule 892-X-1 -.18 ("FHLB L/Cs"). The use of FHLB L/Cs to satisfy SAFE collateral requirements and all transactions involving FHLB L/Cs require the Treasurer's prior written approval and shall be subject to all requirements, conditions, limitations and restrictions of the SAFE Act and the SAFE Rules. QPD agrees to comply with all requirements, conditions, limitations and restrictions of the SAFE Act and the SAFE

Rules, relating to FHLB L/Cs and their use to satisfy SAFE collateral requirements, all of which such requirements, conditions, limitations and restrictions are incorporated herein by this reference. QPD may apply for approval of amendments to any FHLB L/C as provided in Rule 892-X-1-. 18. In no event may FHLB L/Cs issued to the Treasurer for the account of the QPD constitute a greater percentage of the total collateral required to be maintained by the QPD under the SAFE Program than the limit (the "LC Pledging Limit") established by the SAFE Rules.

B. Unless earlier executed and delivered by the QPD, this Agreement must be accompanied by the appropriate forms of Collateral Agreement, Contingent Liability Agreement, Authorized Representative(s) and Signature Certification, and Certification(s) of Adoption of Directors' Resolution specified in Rule 892-X-1-.19.

C. The QPD shall be responsible for all costs and expenses in the use, confirmation and amendment of FHLB L/Cs issued to the Treasurer and acknowledges that these costs and expenses shall not be a charge against the Treasurer or the State of Alabama.

D. The QPD agrees that any information, form, or report electronically transmitted to the Treasurer shall have the same enforceability as a signed writing of the QPD.

E. This Agreement shall be authorized, approved or ratified by a certified resolution of the Board of Directors of the QPD verifying the Board's acceptance, approval and authorization of the terms and conditions of this Agreement. This Agreement shall become a part of the official records of the QPD. Contemporaneously with execution of this Agreement, the QPD shall provide to the Treasurer an executed Certification of Adoption of Directors' Resolution pursuant to Rule 892-X-1-.19 to confirm the QPD's compliance with this Section IV.E.

F. The Treasurer shall have the unconditional right, without further proceedings and without notice of any kind to the QPD or any other person (other than the FHLB in accordance with the terms of the FHLB L/C) to draw, in whole or in part, and in either single or multiple drafts, on any or all FHLB L/Cs held by the Treasurer pursuant to this Agreement at any time prior to the expiration of the applicable FHLB L/C if the Treasurer, in his or her discretion, determines that it is necessary to draw on the FHLB L/C.

G. This Agreement shall be governed by the laws of the State of Alabama, exclusive of its conflicts of laws principles.

H. The use, both initial and continuing, of FHLB L/Cs in connection with the satisfaction of the QPD's Collateral-Pledging Requirement under the SAFE Program, either generally

or in the case of a particular QPD, shall remain subject to the discretion of the Treasurer. Accordingly, this Agreement will not be deemed to create any enforceable legal rights of the QPD. In addition, in no event shall FHLB, any Public Depositors, any Qualified Public Depositories or any other person or entity be deemed to be intended or implied third-party beneficiaries of this Agreement.

In witness whereof, the parties hereto have executed this Agreement under seal as of the date written below. This Agreement becomes effective only when approved and signed by the Treasurer.

Acknowledged and Agreed to:

Guarantee or Attest by an Authorized Officer:

(Seal) _____
Name of Depository

By: _____
Signature of Authorized Officer

Title:_____

Date:_____

Depository Tax ID:_____

Depository Charter Date:_____

Acknowledged and Agreed to:

(Seal) State Treasurer State of Alabama

By: _____

Printed Name: _____

Date:_____

STATE OF ALABAMA
OFFICE OF STATE TREASURER
SAFE DIVISION

PUBLIC DEPOSIT CLAIM AND AGREEMENT

Public Depositor Account Information

Name:_____ Tax ID No. _____

Address:_____

Qualified Public Depository (QPD) Information

QPD's Name _____

For protection under the SAFE Program, the depository MUST be a QPD

Account Details:

Account Number	Account Type	Account Name	Principal Amount	Accrued Interest	Total

Total Claimed _____

NOTE: Additional pages may be attached as needed to document accounts.

Documentation of Claim: The following documents are required to be submitted in support of this claim.

A. Proof of Existence as "Public Entity"; i.e., Articles of Incorporation, etc.

B. Proof of Authorization to execute this form; i.e., resolution signed by official

Agreement for Settlement of Claim

The public depositor, by submission of this claim, agrees to the following terms:

(1) The total amount claimed on page one (1) of this form may be reduced and/or adjusted by amount(s) resulting from payment to the claimant under FDIC coverage or other adjustments.

(2) The details and procedures as stated in the SAFE Law at Section 41-14A-1 through 41-14A-14 of the Code of Alabama have been read and are understood.

(3) The Public Depositor accepts complete responsibility for research, if required, to support its assertion that the claim made covers a qualified public deposits and is not exempt from the SAFE law.

(4) Assignment to the Treasurer for the account of the Loss Payment Fund of any interest in funds that become available to the defaulted qualified public depository.

(5) Indemnification of the Treasurer, the SAFE Board of Directors, and the State of Alabama for any claims of other parties, including costs of litigation and attorneys' fees, with respect to the claim.

(6) The attached Proof of Existence and Proof of Authorization documents are true and correct.

I declare that I have read the foregoing Public Deposit Claim Form and Agreement, that the facts stated in it are true, and that I have read and understand all the terms stated therein.

By: _____ Date: _____
Authorized Signature for Public Depositor

Name: _____ Phone: _____

Title: _____ Fax: _____

STATE OF ALABAMA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

(Seal) _____
Signature of Notary Public

My commission expires _____

STATE OF ALABAMA
OFFICE OF STATE TREASURER
SAFE Division
QUALIFIED PUBLIC DEPOSITORY MONTHLY REPORT

REPORTED MONTH and YEAR: _____
Report shall be submitted by the 12th day of each calendar month

Depository Name: _____
City: _____ FEIN: _____

SCHEDULE A: REQUIRED COLLATERAL (rounded to the nearest dollar)

(1) Required Collateral (from Worksheet Section B) $0

(2) Total Market Value of Pledged Collateral from Inventory (For all Custodians with all data as shown in Schedule B below) _____

Over / (Under) Pledged $0

(3) Total Number of Public Entities _____

SCHEDULE B: COLLATERAL INVENTORY BY CUSTODIAN

Attach a collateral inventory for each custodian with the following information per security:

1 Cusip Number
2 Security Description, including interest rate and maturity date
3 Rating
4 Original Par value
5 Current Par value
6 Market Value

SCHEDULE C: CERTIFICATION: I declare that the facts provided on this Public Depository Monthly Report, the attached Worksheet and Pledged Security Inventory are true and correct as of the last business day of the reported month.

Has there been any change to the list of Authorized Representatives? If so, an updated Authorized Representative form must be submitted to SAFE.

Has there been any organization change effecting SAFE such as a merger or name change? If so, a letter of explanation must be submitted to SAFE.

Signature: _____
(Person on Authorized Representative Form)

Phone: _____

Title: _____ Fax: _____

Email:

This report is due in the SAFE Office on the 12th of each month. In the event the 12th falls on the weekend or a holiday the due date will be the next business day. Reports received after the due date will be subject to a Violation Notice for 1st occurrence or Fine of $250 for 2nd occurrence within one year of first occurrence.

Form ST-S200
Revised February 2005

STATE OF ALABAMA
OFFICE OF STATE TREASURER
SAFE Division
QUALIFIED PUBLIC DEPOSITORY INTERIM REPORT

REPORTED MONTH and YEAR:

Depository Name: _____
City: _____ FEIN: _____

A. Projected Average Public Deposit Balances

1 Projected Average Daily Ledger Balance of SAFE Deposits. _____

2 Less Applicable FDIC Deposit Insurance.

3 Projected Net Average Daily Ledger Balance of SAFE Deposits as projected through the end of the current month.....

4 Net Avg Daily Balance from Prior Month's Report. (from line 7 of section A of Worksheet) _____

5 **% Change in Net Avg Daily Balan**

6 Does this projected balance represent a decrease in the Net Average Daily Balance that occurred in a period of seven (7) banking days or less?

(a) Yes Please state number of days:

(b) No

Net Average X Applicable pledge percentage based on most recent financial evaluation =
(See instructions for table of pledge percentages)

From previous monthly report, was the Net Average more than the Tier I Capital for the bank? If so add 5% to the amount reported on line 7 and enter below as the Projected Required Collateral Value. If not, then bring the amount from line 7 forward to the field below.

Projected Required Collateral Value.

9 Total Market Value of Pledged Collateral from Inventory (As shown on previous month's report inventory)..... _____

Projected Amount Over / (Under) Pledgedge.....

CERTIFICATION: I declare that the facts provided on this Qualified Public Depository INTERIM Monthly Report and Deposit Balance Projections are true and correct as of the undersigned date..

Signature: _____
(Person on Authorized Representative Form)

Nan _____ Phone:

Titl _____ F

Dat Email:

Form ST-S201
Approved October 2005

REVISED ELIGIBLE SECURITIES LISTING	
1	Direct obligations of the State of Alabama or any other state of the U.S.
2	Obligations of the U.S. Government
3	Obligations that are fully guaranteed as to payment of principal and interest by the U.S.
4	Obligations issued or guaranteed by any agency or instrumentality of the U.S. including without limitation: Government National Mortgage Assoc. Federal Farm Credit Bank Federal Housing Finance Board Federal Home Loan Bank
5	Debt obligations, including, without limitation, participation certificates, of Federal Home Loan Mortgage Corporation or of Federal National Mortgage Assoc.
6	Irrevocable, unconditional, letters of credit issued by any Federal Home Loan Bank Note: subject to approval and compliance with all related requirements, conditions and procedures established by the Board and Treasurer (which have not been established yet)
7	Direct obligations of any agency, political subdivision, or instrumentality of the State of Alabama, including, without limitation, any direct obligation of any county, or municipality, which carries the full faith and credit of the issuing entity.
8	General obligations of any county, municipality, agency, political subdivision, or instrumentality of any of the various other states of the U.S. with a rating of "A2" or better by Moody's or a rating of "A" or better by Standard & Poor's.

PREVIOUS ELIGIBLE SECURITIES LISTING	
1	Direct obligations of the State of Alabama. Any general obligation bonds or securities of any of the various states of the continental U.S. or any of their instrumentalities which have a rating of "A" or better by Moody's.
2	Direct obligations of the U.S. Government
3	Included in #2 and #4
4	Bonds and other securities issued by any agency or instrumentality of the U.S.A.
5	Included in #4
6	Not allowed under original version of the law.
7	Any General Obligation bonds or warrants of any county or any municipality of the State of Alabama.
	Not allowed under original version of the law.

9 Any revenue obligation issued by the State of Alabama or any agency, political subdivision, instrumentality, county, municipality, or district thereof, or by any authority, board, or public corporation of the State of Alabama, or any such agency, political subdivision, instrumentality county, municipality, or district, payable from designated taxes or from revenues or other limited or special sources of funds derived from any public facility or project which either (1) has a current rating or "A2" or better by Moody's or "A" or better by Standard & Poor's or Fitch or (2) has an average annual debt service coverage of at least two times.

10 Mortgage-Backed Securities, Collateralized-Mortgage Obligations, Asset-Backed Securities (excluding MBSs, CMOs, and ABSs constituting inverse floaters, interest-only strips, principal-only strips or similar leveraged derivative instruments) issued by any public entity or organization, quasi-public entity or organization or private entity or organization, provided that, except in the case of MBS, CMO, and ABS issued by an agency or instrumentality of the U.S. or any federally chartered or sponsored quasi-public entity or organization (including the Federal National Mortgage Assoc. or Federal Home Loan Mortgage Corporation) such securities or obligations shall have a current rating of "Aaa" by Moody's or "AAA" by Standard & Poor's or Fitch.

9 Warrants or securities of any county secured by a pledge of the special road, bridge, and public building tax authorized by Article XI, Section 215 of the Constitution; bonds or warrants of any county or city board of education secured by a pledge of taxes levied under the authority of constitutional amendment 3 or any other constitutional amendment authorizing the levying of special ad valorem taxes for schools or secured by a pledge of county or sales taxes; any gasoline tax anticipation warrants secured by a pledge of gasoline tax revenues derived from the gasoline excise tax levied by the state and distributed to counties under section 40-17-74 or any successor statute; electric, natural gas, sewer and water revenue bonds issued by any municipality of the state of Alabama or any board created by or with the consent of any such municipality; bonds and other securities issued by the Alabama highway finance corporation; bonds and other securities issued by the Alabama public schools corporation; bonds to secure the payment of which any rentals or revenues of the State Docks Department have been pledged prior to January 1, 1948.

10 Mortgage-backed securities acceptable to the State Treasurer.

Author:
Statutory Authority:
History: