

## JOINT CUSTODY RECEIPT

This JOINT CUSTODY RECEIPT (the "Receipt"), effective \_\_\_\_\_, 20\_\_\_\_, is made between \_\_\_\_\_, as custodian (the "Custodian"), located at \_\_\_\_\_, and \_\_\_\_\_ (the "Depository Bank"), located at \_\_\_\_\_ for the benefit of the Treasurer of the State of Wyoming (the "Treasurer").

### WITNESSETH:

WHEREAS, the Depository Bank has been approved as a state depository in accordance with Wyo. Stat. §§9-4-801 through 9-4-818 (the "Act") and holds State Deposits as defined in and pursuant to that a Contract for State Deposits by and between the Treasurer and the Depository Bank and may also be the recipient of funds under the State's Time Deposit - Open Account ("TDOA") program as provided in the Act pursuant to a Contract for Time Deposit - Open Account by and between Depository Bank and Treasurer; and

WHEREAS, the Depository Bank is required by the Act to provide collateral to the Treasurer for the State Deposits and the TDOA funds, if any (the "Collateral"); and

WHEREAS, the Depository Bank desires to appoint the Custodian and the Custodian desires to act as custodian for the Depository Bank in connection with the delivery of the Collateral to the Treasurer;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Custodian and the Depository Bank hereby agree as follows:

1. Effective \_\_\_\_\_, 20\_\_\_\_, the Custodian has received as Collateral, to be held in safekeeping subject to the joint order of the Treasurer and the Depository Bank, the securities described on Exhibit A attached hereto and by this reference made a part hereof. The Custodian shall maintain and segregate all securities which at any time come into its possession in accordance with the customary standards in the industry for such possession.
2. The Custodian will detach as they mature and enter for collection the coupons from the securities and the proceeds when collected will be credited to the account of the Depository Bank unless otherwise ordered by the Treasurer.
3. The Custodian will enter matured principal for collection and hold the proceeds when collected subject to the joint order of the Treasurer and the Depository Bank.
4. It is understood by the Treasurer and the Depository Bank that the Custodian assumes no responsibility for the nonpayment of interest or principal nor for the validity, genuineness or enforceability of any of the securities deposited in safekeeping hereunder nor makes any representation or warranties expressed or implied, as to the value or worth thereof, nor for the giving of notice of maturity, calls for redemption or the exercise of any rights, priorities, privileges

of exchange or conversion or for the timely presentation of maturing principal or interest of any securities deposited under this Receipt.

5. The Custodian assumes no responsibility with respect to the safekeeping and condition of deposited property beyond the care and custody it gives its own securities held on its own premises. Any and all forms of protective insurance are to be furnished by the Treasurer and the Depository Bank at their option and expense. The Custodian is not required to furnish any form of protective insurance.

6. The Custodian shall deliver the securities to the Treasurer upon the sole order of the Treasurer when supported by a verified certificate of the state banking commissioner certifying under seal that the Depository Bank has failed or refused to pay all or a portion of the State Deposits or the TDOA funds, if any, due the Treasurer by the Depository Bank or any interest due thereon and that, under the terms of that certain Pledge and Assignment executed by the Depository Bank and the Treasurer to secure payment of the State Deposits and the TDOA funds, the Treasurer is entitled to delivery of the securities described in this Receipt or the proceeds thereof. Otherwise the securities shall be delivered only upon the written joint order and instructions of the Treasurer and the Depository Bank and the Collateral shall be released pursuant to the form attached hereto as Exhibit B.

7. No modification or amendment of or supplement to this Receipt shall be valid or effective unless the same is in writing and signed by all the parties hereto.

8. The construction, interpretation and enforcement of this Receipt shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Receipt and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

9. This Receipt may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument. Signature by facsimile or PDF attachment to an email will be deemed an original signature and will be binding as if it is the original.

10. This Receipt shall be binding upon the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

11. If any of the provisions of this Receipt shall be held invalid, then such provisions shall be deemed severable from the remaining provisions of this Receipt and shall in no way affect the validity or enforceability of the other provisions of this Receipt.

13. The State of Wyoming, the Wyoming State Treasurer's Office and the Treasurer do not waive sovereign immunity by entering into this Receipt and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

14. All notices, requests, consents, instructions, demands and other communications required under this Receipt shall be in writing and, unless otherwise specifically provided, may be delivered personally, by overnight courier or by first class mail, postage prepaid, at the addresses set forth above, or such other addresses as may hereafter be furnished to the other parties by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee.

IN WITNESS WHEREOF, this Receipt has been duly executed by the parties hereto as of the date first above written.

\_\_\_\_\_  
[Name of Depository Bank]

By: \_\_\_\_\_  
An Authorized Officer per Resolution  
Name:  
Title:

Attest: \_\_\_\_\_  
An Authorized Officer per Resolution  
Name:  
Title:

\_\_\_\_\_  
[Name of Custodian]

By: \_\_\_\_\_  
Name:  
Title:

RECEIVED BY:

\_\_\_\_\_  
Accountant  
State Treasurer's Office  
State of Wyoming

**EXHIBIT A**

Description of Additional Collateral:

---

<b>Security Description</b> (include CUSIP number)	Following and Subsequent <b>Coupon Attached (Rate)</b>	<b>Original Face</b>
	<b>Maturity: Month Day Year</b>	

Total Par Value: \$ \_\_\_\_\_

---

<b>Security Description</b> (include CUSIP number)	Following and Subsequent <b>Coupon Attached (Rate)</b>	<b>Original Face</b>
	<b>Maturity: Month Day Year</b>	

Total Par Value: \$ \_\_\_\_\_

---

<b>Security Description</b> (include CUSIP number)	Following and Subsequent <b>Coupon Attached (Rate)</b>	<b>Original Face</b>
	<b>Maturity: Month Day Year</b>	

Total Par Value: \$ \_\_\_\_\_

---

<b>Security Description</b> (include CUSIP number)	Following and Subsequent <b>Coupon Attached (Rate)</b>	<b>Original Face</b>
	<b>Maturity: Month Day Year</b>	

Total Par Value: \$ \_\_\_\_\_

---

[Attach additional pages if necessary. All pages are to be initialed.]

Initials  
Custodian \_\_\_\_\_  
Depository Bank \_\_\_\_\_  
Treasurer \_\_\_\_\_

**EXHIBIT B**

FULL RELEASE OF  
ALL COLLATERAL

The Joint Custody Receipt effective \_\_\_\_\_, 20\_\_ by and between  
\_\_\_\_\_, as Custodian and \_\_\_\_\_, as Depository Bank, attached  
hereto, is hereby surrendered and the Custodian is authorized to release the securities described  
therein and make disposition as follows:

---

---

This Release may be executed in counterparts, each of which shall be deemed an original, but all  
of which shall constitute but one and the same instrument. Signature by facsimile or PDF  
attachment to an email will be deemed an original signature and will be binding as if it is the  
original.

WYOMING STATE TREASURER

By: \_\_\_\_\_  
State Treasurer  
State of Wyoming

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Depository Bank]

By: \_\_\_\_\_  
An Authorized Officer per Resolution  
Name:  
Title:

Attest: \_\_\_\_\_  
An Authorized Officer per Resolution  
Name:  
Title:

DATE: \_\_\_\_\_