*State of Idaho*
**DEPARTMENT OF INSURANCE**

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# CUSTODY AGREEMENT
## Title Insurance Agent

THIS AGREEMENT, made this _____ day of _____, 20___, by and between _____, hereinafter called "Title Agent" and the Trust Department of _____, _____, Idaho, hereinafter called "Custodian",

WITNESSETH, That

WHEREAS, under the provisions of Section 41-2711, Idaho Code, the Title Agent may, in lieu of a bond, deposit cash or securities approved by the Director of the Department of Insurance, in the amount of ten thousand dollars ($10,000) per county in which the Title Agent is licensed and increased in increments of ten thousand dollars ($10,000) corresponding to each additional person employed as an escrow officer in the county, provided that the maximum amount required of any title insurance agent shall be fifty thousand dollars ($50,000). The cash or securities so deposited shall be subject to the same condition as the bond, pursuant to Section 41-2711, Idaho Code.

WHEREAS, pursuant to Section 41-804, Idaho Code, these deposits shall be made with and held by the Trust Department of an established bank located in Idaho approved by the Director under custodial arrangements likewise approved by him; and WHEREAS, the Custodian hereby agrees to act as custodian for the Title Agent and the Director, to hold and safekeep the securities of the Title Agent herewith delivered to it, or which may hereafter be delivered to the Custodian;

NOW, THEREFORE, the parties mutually agree as follows:

1. The Title Agent has deposited with the Trust Department of the _____, securities having a market value of not less than $_____.

2. The Director acknowledges and agrees that said deposit of securities meets the requirements of Sections 41-2711 and 41-804, Idaho Code, for securities acceptable by the Director for deposits of this nature.

3. The securities so deposited are either in bearer form or are registered with bond powers attached.

4. The Custodian must hold said securities in the form in which they now exist, and may not convert said securities into other types of securities of any nature without the express written consent and authorization of the Director and the Title Agent.

5. The Custodian shall collect all coupons and/or interest at maturity, and shall distribute all income collected to the Title Agent quarterly or in other convenient installments. These remittances shall be made by Custodian's check to the Title Agent, or by credit to the checking account of the Title Agent.

6. All transactions in connection with the deposit and withdrawal of securities shall be upon the written direction of both the Director and the Title Agent.

7. The Custodian shall furnish to the Director and the Title Agent a list of securities held in this account as of each December 31 and after each transaction.

8. The Custodian is obligated to indemnify the Title Agent for any loss of securities of the Title Agent in the bank's custody 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;

9. That in the event that there is a loss of the securities for which the bank is obligated to indemnify the Title Agent, the securities shall be promptly replaced or the value of the securities and the value of any loss of rights or privileges resulting from said loss of securities shall be promptly replaced.

10. The Title Agent hereby agrees to furnish the Custodian and the Director with a certified copy of the Resolution of its Board of Directors authorizing the officers of the Title Agent to enter into this agreement and setting forth the officers who will direct the Custodian regarding this Custody Agreement.

11. The Custodian shall be entitled to receive compensation for its services hereunder in accordance with its schedule of compensation established from time to time by the Custodian for the administration of custody accounts of a character similar to this Custody Agreement, and such compensation may be collected annually by the Custodian, out of income or principal or both, and shall be shown in its annual accounting.

12. The Custodian may resign as Custodian at any time by so notifying in writing the Title Agent and the Director. Upon the resignation of the Custodian, a successor custodian shall be appointed by the Title Agent with the approval of the Director.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the date first above-mentioned.

_____
(S E A L) Title Agent

By: _____

Its:_____

_____
(S E A L) Bank

By: _____

Its:_____

APPROVED:

I, _____, the duly appointed Director of the State of Idaho Department of Insurance, hereby approve the _____ as custodian under Sections 41-2711 and 41-804, Idaho Code, of the statutory deposits of _____, and I further approve this Custody Agreement.

DATED This _____ day of _____, 20___.

_____
(S E A L) Director of Department of Insurance
State of Idaho

SCHEDULE A

| DESCRIPTION<br>(Give full information including CUSIP #, name of issuer, par value, interest rate, maturity date) | PAR VALUE | MARKET VALUE |
|---|---|---|
| | | |
| TOTALS | | |