

1 AGREEMENT FOR CUSTODIAL AGENT AND SAFEKEEPING SERVICES

2 **32213**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 16,
4 2011 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on February 15, 2011, by and between WELLS
6 FARGO BANK, N. A., a national banking association, with a place of business at 707
7 Wilshire Blvd., MAC 2818-101, Los Angeles, California 90017 ("Bank"), and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills for
10 Custodial Agent and Safekeeping Services ("Project"); and

11 WHEREAS, City has selected Bank in accordance with City's administrative
12 procedures using a Request for Proposals ("RFP"), and City has determined that Bank
13 and its employees are qualified, licensed, if so required, and experienced in performing
14 these specialized services; and

15 WHEREAS, City desires to have Bank perform these specialized services,
16 and Bank is willing and able to do so on the terms and conditions in this Agreement;

17 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
18 conditions in this Agreement, the parties agree as follows:

19 1. CONTRACT DOCUMENTS. Bank shall furnish specialized services
20 more particularly described in Exhibit "A", attached to this Agreement and incorporated
21 by this reference. Said document together with this Agreement constitute the contract
22 between the parties.

23 2. DEFINITIONS. Certain words used in this Agreement shall have the
24 following meanings:

25 A. "Account" shall mean the Bankship and safekeeping account
26 established by Bank for the City pursuant to this Agreement;

27 B. "Account Securities" shall mean the securities or other
28 property owned by the City and actually received and held by Bank in the Account,

1 and shall include all income generated by or the proceeds of any sale of such
2 securities or other property;

3 C. "Authorized Person" shall mean the City and each individual
4 identified in Section 12 of this Agreement who is authorized by the City to act on
5 its behalf under this Agreement. Each such person shall continue to be an
6 Authorized Person until such time as the Bank receives written notice from the City
7 that such person is no longer an Authorized Person;

8 D. "Depository" shall mean: (1) the Depository Trust Company,
9 or (2) a Federal Reserve Bank that maintains a book-entry system, or (3) any
10 other clearing agency selected by Bank in its discretion. Bank shall give written
11 notice to the City if Bank lodges Account Securities with any Depository other than
12 those named in this subsection D.

13 3. CREATION OF ACCOUNT. Bank hereby establishes Accounts in
14 the City's name. The Account shall consist initially of the securities and property listed on
15 Schedule "A" attached hereto which, upon verification and examination by Bank, are
16 actually receipted for by Bank. Bank shall have the right, in its sole discretion, to refuse
17 to accept any property other than normal securities now or hereafter delivered to it for the
18 Account.

19 4. SAFEKEEPING. Bank shall be responsible for safekeeping and
20 shall keep safe the Account Securities. Bank shall exercise the care and diligence
21 usually accorded by Bank to its own property. Bank shall not be liable or responsible for
22 any loss of or damage to the Account Securities resulting from acts of God, war, civil
23 commotion, fire, earthquake, or other disaster, and any other cause beyond Bank's
24 reasonable control. However, Bank shall use its best efforts to replace such Account
25 Securities with securities of the same class and issue, together with all rights and
26 privileges pertaining thereto.

27 5. CUSTODY. Bank, in its sole discretion is authorized either to (1)
28 retain physical possession of the Account Securities, or (2) deposit Account Securities

1 with a Depository.

2 A. If Bank retains physical possession of the Account Securities,
3 Bank shall insure that the Account Securities are at all times properly identified as
4 belonging solely to the City. In this regard, Bank shall segregate physically the
5 Account Securities from any property owned by Bank. Bank shall not be required
6 to segregate physically the Account Securities from other securities or property
7 held by Bank for third parties, but Bank shall maintain adequate records showing
8 the true ownership of the Account Securities.

9 B. If Bank deposits Account Securities with a Depository, Bank
10 shall maintain adequate records showing the location and true ownership of such
11 Account Securities. The City agrees to be bound by the rules, procedures,
12 practices, liens and assessments of the Depository provided that Bank shall
13 indemnify and protect the City from any liens and assessments imposed on the
14 Account Securities as a result of Bank's negligence or willful misconduct.

15 C. If an Authorized Person directs Bank to deliver certificates or
16 physical evidence of ownership of the Account Securities to any Broker or other
17 party, other than a Depository utilized by Bank for purposes of maintaining the
18 Account, Bank's sole responsibility shall be to exercise care and diligence in
19 accomplishing the delivery as instructed by the Authorized Person. Upon
20 completion of the delivery, Bank shall be discharged completely of any further
21 liability or responsibility with respect to the safekeeping and custody of Account
22 Securities so delivered.

23 6. REGISTRATION. Unless otherwise instructed by an Authorized
24 Person, Bank shall carry registered certificates in the name of Bank's nominee or, in the
25 case of Account Securities held in a Depository, in the name of the Depository's
26 nominee.

27 7. PURCHASE AND SALES. An Authorized Person may from time to
28 time instruct Bank with respect to purchases and sales of the Account Securities. The

1 Authorized Person's instructions shall conform to the requirements of this Section 7.

2 A. With respect to settlement of purchases and sales of
3 securities, Bank shall settle same by the method commonly known as "actual
4 settlement". Pursuant to the actual settlement method, (a) when a security is
5 purchased by the City and is to be delivered to Bank for custody, Bank shall
6 charge the Account on the actual settlement date and pay the purchase price for
7 the security pursuant to instructions provided by the City against receipt of the
8 security and (2) when a security is sold by the City and is to be delivered by Bank
9 to the purchaser, Bank shall deliver the security pursuant to instructions provided
10 by the City against receipt of the purchase price therefore or a broker's receipt
11 evidencing the broker's obligation to pay the purchase price and shall credit the
12 Account with such amount following Bank's actual receipt thereof.

13 B. Section 7.A. notwithstanding, provided that Bank has not been
14 negligent or engaged in willful misconduct and has acted in compliance with (1)
15 applicable procedures of a clearing corporation if settlement of the purchase or
16 sale is accomplished through a clearing corporation or (2) market practice in the
17 market where settlement occurs (for example, delivery versus receipt) if the
18 purchase or sale is settled physically outside of a clearing corporation, Bank shall
19 have no liability of any kind to the City if: Bank makes payment on behalf of the City
20 and the seller, selling broker or clearing corporation fails to deliver the securities or
21 other property purchases; or Bank delivers certificates or other indicia of
22 ownership and the purchaser, purchasing broker or clearing corporation fails to
23 make payment. Bank shall exercise the highest degree of care and diligence in
24 examining and verifying the certificates or other indicia of ownership of the
25 securities or other property purchased before accepting them.

26 C. The City is responsible for insuring that Bank receives
27 instructions which adhere to those settlement deadlines reflected in the Bank's
28 original custody bid to enable Bank to accomplish settlement of any purchase or

1 sale of Account Securities on contractual settlement date. If Bank does not
2 receive such instructions within those deadlines prior to contractual settlement
3 date to enable Bank to accomplish settlement on such date, Bank shall have no
4 liability of any kind to the City or an Authorized Person for failing to accomplish
5 settlement on contractual settlement date. However, Bank shall use its best
6 efforts to accomplish settlement as soon as possible after receipt of appropriate
7 instructions.

8 D. Bank shall have no responsibility to manage or recommend
9 investments of the Account Securities or to initiate any purchase, sale, or other
10 investment transaction in the absence of instructions from the City or an
11 Authorized Person. Bank shall hold cash of the Account, subject to the City's
12 instructions, without liability for interest.

13 8. CAPITAL CHANGES; INCOME. Bank may, without further
14 instructions from the City or an Authorized Person, exchange temporary certificates and
15 may surrender and exchange securities for other securities in connection with any
16 reorganization, recapitalization, or similar transaction in which the owner of the securities
17 is not given an option. Bank has no responsibility to accomplish any such exchange
18 unless it has received actual notice of the event permitting or requiring such exchange at
19 its office designated in Section 13 hereof. Bank is authorized, as the City's agent
20 hereunder, to surrender against payment maturing obligations and obligations called for
21 redemption, and to collect and receive payment of interest and principal, dividends,
22 warrants, and other things of value in connection with the Account Securities. Bank is
23 authorized to sign for the City all declaration, affidavits, certificates, or other documents
24 that may be required to collect or receive payments or distributions with respect to the
25 Account Securities. Bank is authorized to disclose, without further consent of the City,
26 the City's identity to issuers of Account Securities, or the agents of such issuers, who
27 may request such disclosure. Bank shall not be obligated to enforce collection of any
28 item by legal process or other means.

1 9. NOTICE REGARDING ACCOUNT SECURITIES. Bank shall notify
2 the City of any reorganization, recapitalization, or similar transaction not covered by
3 Section 8 and any subscription rights, proxies, and other shareholder information
4 pertaining to the Account Securities actual notice of which is received by Bank at its office
5 designated in Section 13 hereof. Bank's sole responsibility in this regard shall be to give
6 such notices to the City in writing promptly after Bank receives them, and Bank shall not
7 otherwise be responsible for the timeliness of such notices. If Bank receives actual
8 notice by other than written means, Bank shall reduce said notice to writing. Bank has no
9 responsibility to respond or otherwise act with respect to any such notice unless and until
10 Bank has received instructions to do so from the City or an Authorized Person.

11 10. REPORTS. Bank shall give written reports to the City showing (1)
12 each transaction involving Account Securities handled by or reported to Bank, (2) the
13 Account Securities held by Bank as of the date of the report, and (3) such other
14 information as shall be agreed on by the City and Bank, including but not limited to the
15 information identified in the Specifications for Furnishing "Custodial Agent and
16 Safekeeping Services". Unless otherwise agreed on by the City and Bank, Bank shall
17 provide said reports monthly.

18 11. INSTRUCTIONS FROM THE CITY. The City or an Authorized
19 Person may give any instruction, notice or other communication hereunder to Bank in
20 writing, orally, or by telex, telegram, fax, or other form of electronic communication
21 acceptable to Bank as the City or an Authorized Person shall decide in its or his/her
22 discretion. The City or an Authorized Person shall confirm no less than monthly any oral
23 communication in writing. All such communications shall be deemed effective upon
24 receipt by Bank at the address stated in Section 13 hereof, or an amended from time to
25 time. Bank without liability may rely on and act in accordance with any instruction that
26 Bank in good faith believes has been given by the City or an Authorized Person. Bank
27 shall not be responsible for any unauthorized use of any non-written form of
28 communication purporting to come from the City or an Authorized Person.

1 12. AUTHORIZED PERSONS. Until further written notice from the City,
2 Bank is authorized to act in accordance with instructions and communications received
3 by Bank and confirmed in writing on a monthly basis from any of the Authorized Persons
4 listed below:

- 5 A. David Nakamoto, City Treasurer
- 6 B. Daniel A. Thurber, Investment Manager
- 7 C. Eugene Fong, Cash Manager
- 8 D. Soren Simonsen, Accountant

9 13. ADDRESSES. Any notice or approval required by this Agreement
10 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
11 class, postage prepaid, addressed to Bank at 101 N. Phillips Avenue, Sioux Falls, South
12 Dakota 57104 and 707 Wilshire Blvd., MAC 2818-101, Los Angeles, California 90017,
13 and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City
14 Manager. Notice of change of address shall be given in the same manner as stated for
15 other notices. Notice shall be deemed given on the date deposited in the mail or on the
16 date personal delivery is made, whichever occurs first.

17 14. DUPLICATE CONFIRMATIONS/STATEMENTS. Until further written
18 notice is given, duplicate confirmations and statements should be addressed as follows:

19 City of Long Beach
20 333 West Ocean Boulevard, 6th Floor
21 Long Beach, California 90802
22 Attn: City Treasurer

23 15. LIABILITY. Bank's duties and responsibilities shall be only those
24 expressly set forth herein. The City agrees to indemnify Bank against all liability, claims,
25 demands, damages, and costs and expenses including reasonable attorney's fees
26 resulting from Bank's compliance with the City's instructions hereunder, except where
27 Bank has acted with negligence or willful misconduct. Bank's right to indemnity
28 hereunder shall survive the termination of this Agreement.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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16. COMPENSATION. City shall pay Bank in due course of payments, after City receives a statement from Bank showing services rendered and the fees and costs relating to those services provided. A copy of Bank's fee schedule, Exhibit "B", is attached to this Agreement and incorporated by this reference.

17. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Bank shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Bank shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Bank agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Bank may rely on written representations by subconsultants and contractors regarding their status. Bank shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

18. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

3 A. During the performance of this Agreement, Bank certifies and
4 represents that Bank will comply with the EBO. Bank agrees to post the following
5 statement in conspicuous places at its place of business available to employees
6 and applicants for employment:

7 "During the performance of an agreement with the City of Long
8 Beach, Bank will provide equal benefits to employees with spouses and its
9 employees with domestic partners. Additional information about the City of
10 Long Beach's Equal Benefits Ordinance may be obtained from the City of
11 Long Beach Business Services Division at 562-570-6200."

12 B. The failure of Bank to comply with the EBO will be deemed to
13 be a material breach of the Agreement by the City.

14 C. If Bank fails to comply with the EBO, the City may cancel,
15 terminate or suspend the Agreement, in whole or in part, and monies due or to
16 become due under the Agreement may be retained by the City. The City may also
17 pursue any and all other remedies at law or in equity for any breach.

18 D. Failure to comply with the EBO may be used as evidence
19 against Bank in actions taken pursuant to the provisions of Long Beach Municipal
20 Code 2.93 et seq., Contractor Responsibility.

21 E. If the City determines that Bank has set up or used its
22 contracting entity for the purpose of evading the intent of the EBO, the City may
23 terminate the Agreement on behalf of the City. Violation of this provision may be
24 used as evidence against Bank in actions taken pursuant to the provisions of Long
25 Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

26 19. TERM. The term of this Agreement shall commence at midnight on
27 May 31, 2011, and shall terminate at 11:59 p.m. on May 31, 2013, unless sooner
28 terminated as provided in this Agreement, or unless the services or the Project is

1 completed sooner. City shall have the option to extend the term of this Agreement for
2 three (3) additional two (2) year periods.

3 20. TERMINATION. Either party may terminate this Agreement by
4 giving the other party ninety (90) days' prior written notice. On termination, Bank shall
5 deliver or cause to be delivered the Account Securities, together with a statement for
6 services rendered to the date of termination, in accordance with Section 16 hereof, to a
7 successor bank designated by the City or, if a successor bank has not been designated
8 to the City. On completion of such delivery, Bank shall have no further duties hereunder
9 for the Account Securities.

10 21. AMENDMENT. This Agreement shall not be amended, nor any
11 provision or breach hereof waived, except in writing signed by the parties which expressly
12 refers to this Agreement.

13 22. GOVERNING LAW. This Agreement shall be governed by and
14 construed pursuant to the laws of the State of California.

15 23. INTEGRATION. This Agreement constitutes the entire
16 understanding between the parties and supersedes all other agreements, oral or written,
17 with respect to the subject matter herein.

18 24. AGENTS. Bank is authorized to employ suitable agents as shall be
19 necessary and appropriate in Bank's sole discretion to enable Bank to fulfill its
20 responsibilities hereunder.

21 25. INDEMNITY.

22 A. Bank shall indemnify, protect and hold harmless City, its
23 Boards, Commissions, and their officials, employees and agents ("Indemnified
24 Parties"), from and against any and all liability, claims, demands, damage, loss,
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
26 costs and expenses, including attorneys' fees, court costs, expert and witness
27 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
28 whole or in part, out of or in connection with (1) Banks breach or failure to comply

1 with any of its obligations contained in this Agreement, or (2) negligent or willful
2 acts, errors, omissions or misrepresentations committed by Bank, its officers,
3 employees, agents, subcontractors, or anyone under Bank's control, in the
4 performance of work or services under this Agreement (collectively "Claims" or
5 individually "Claim").

6 B. In addition to Bank's duty to indemnify, Bank shall have a
7 separate and wholly independent duty to defend Indemnified Parties at Bank's
8 expense by legal counsel approved by City, from and against all Claims, and shall
9 continue this defense until the Claims are resolved, whether by settlement,
10 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
11 like on the part of Bank shall be required for the duty to defend to arise. City shall
12 notify Bank of any Claim, shall tender the defense of the Claim to Bank, and shall
13 assist Bank, as may be reasonably requested, in the defense.

14 C. If a court of competent jurisdiction determines that a Claim
15 was caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Bank's costs of defense and indemnity shall be (1) reimbursed in full if the court
17 determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

21 26. ASSIGNMENT. This Agreement contemplates the personal services
22 of Bank and Bank's employees, and the parties acknowledge that a substantial
23 inducement to City for entering this Agreement was and is the professional reputation
24 and competence of Bank and Bank's employees. Bank shall not assign its rights or
25 delegate its duties under this Agreement, or any interest in this Agreement, or any portion
26 of it, without the prior approval of City, except that Bank may with the prior approval of the
27 City Manager of City, assign any moneys due or to become due Bank under this
28 Agreement. Any attempted assignment or delegation shall be void, and any assignee or

1 delegate shall acquire no right or interest by reason of an attempted assignment or
2 delegation. Furthermore, Bank shall not subcontract any portion of its performance
3 without the prior approval of the City Manager or designee, or substitute an approved
4 subconsultant or contractor without approval prior to the substitution. Nothing stated in
5 this Section shall prevent Bank from employing as many employees as Bank deems
6 necessary for performance of this Agreement

7 27. COMPLIANCE. Bank shall comply with all depository and banking
8 laws and regulations set forth in the City Charter, the California Government Code, and
9 applicable State and federal laws and regulations.

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1 IN WITNESS WHEREOF, the parties hereto have caused these presents to
2 be duly executed with all of the formalities required by law as of the date first stated
3 above.

4 WELLS FARGO BANK, N. A., a national
5 banking association

6 May 4, 2011

By Robin Jarin

Robin Jarin

Type or Print Name

Vice President

Title

9 May 4, 2011

By Steve

Steven Gaglione

Type or Print Name

VP

Title

13 "Bank"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 5.25, 2011

By [Signature] Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

18 "City"

19 This Agreement is approved as to form on May 10, 2011.

20 ROBERT E. SHANNON, City Attorney

21 By [Signature]
22 Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

Services

SERVICES

1. Open and maintain a custody account in the name of the City and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from City or pursuant to the direction of the City from time to time for deposit to the Account. The Bank shall not be responsible to collect or enforce collection of contributions to the Account.
2. Act upon written direction from the City or from investment manager duly appointed in writing by the City.
3. Settle securities transactions for the Account with brokers or others in accordance with the written direction of the City or duly appointed investment manager.
4. Be responsible for the collection of investment income relating to the assets in the Account and providing for daily investment thereof in accordance with the written direction of the City.
5. Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom
6. Deliver cash or securities as the City may direct in writing.
7. Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the City or otherwise as the City may direct in writing.
8. Send monthly to the City an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits and transactions in the Account since the date of the last statement.
9. With respect to valuation of assets held in the Account:
 - A. Obtain the fair market value of publicly traded assets, including securities, where such assets have a readily ascertainable market value.
 - B. Rely on pricing direction received from the City to the extent any securities are or become thinly traded and/or a readily ascertainable market value is not available.
 - C. Rely on pricing direction received from the City or its authorized agent for any non-publicly traded assets, including privately held securities.
10. From time to time, on the written direction of the City, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Bank shall be under no liability for any disbursement made by it pursuant to such a direction.

EXHIBIT “B”

Fee Schedule

INSTITUTIONAL RETIREMENT & TRUST
TRUST AND CUSTODY FEE AGREEMENT



Effective Date: 6/1/2011
Owner Name ("Owner"): City of Long Beach
Account Name (the "Account"): City of Long Beach
Wells Fargo Account Number(s): [REDACTED]
and all related accounts
Billing Frequency: Quarterly
Method of Payment: Billed

TRUSTEE/CUSTODY PER ANNUM FEES

	<u>Basis Points</u>
Domestic Administration	
Asset Based Fees	0.1750
Accounting & Reporting - InvestOne	
Accounting & Reporting - Separately Managed	\$ 1,500.00
Performance Measurement	
GASB 40	\$ 300.00

DOMESTIC TRANSACTIONS

	<u>Per Transaction</u>
Domestic Depository Settlements	\$ 5.00
• Includes DTC, Fed/Repo, ADR, Free Receives/Delivers, Maturities	
Mutual Fund Settlements - Centralized	\$ 15.00
Futures / Options	\$ 20.00
Physical Settlements	\$ 35.00
Principal Paydowns - Pooled/Mortgage Backed	\$ 3.00
Outgoing Wires	\$ 7.50
Money Transactions - ACH with advice, Checks	\$ 5.00

OWNER ACKNOWLEDGEMENT:

Fees and expenses described in this Fee Agreement, together with any fees described in other agreements and/or disclosures, constitute amounts payable to Wells Fargo Bank, N.A. ("Wells Fargo") for services provided to the Client on the Account.

Wells Fargo shall be paid the fees as described above at the time such services are rendered. If such fees are not paid by the Account, such payment shall be made by the Owner. Wells Fargo may deduct fees due for services rendered directly from the Account assets. Fees for services rendered shall be payable upon presentation of invoices by Wells Fargo and may be subject to late payment penalties. Past due fees may be deducted from the Plan assets. Wells Fargo, in its sole discretion, may suspend services during any period in which any unpaid amounts are 90 days overdue or may deduct such amounts from the Trust.

No Domestic Administration fee nor fund settlement transaction fees will be assessed for assets held in a Wells Fargo Proprietary Fund. There is no charge for the collection of interest income and dividends.

**INSTITUTIONAL RETIREMENT & TRUST
TRUST AND CUSTODY FEE AGREEMENT**



Effective Date: 6/1/2011
Owner Name ("Owner"): City of Long Beach
Account Name (the "Account"): City of Long Beach
Wells Fargo Account Number(s): [REDACTED]
and all related accounts
Billing Frequency: Quarterly
Method of Payment: Billed

The Owner has identified all assets held in the Account to Wells Fargo. Should there be any material change to the Account's structure or asset base, or should the Owner fail to transfer any assets scheduled for receipt to Wells Fargo within 60 days of the Effective Date of this Fee Agreement, Wells Fargo reserves the right to redefine fees and/or service conditions.

Wells Fargo shall be entitled to charge additional fees for any additional services requested by the Owner or any revisions to reports, forms, and documents resulting from (i) inaccurate or incomplete information supplied by the Owner, (ii) untimely payments of contributions or reimbursement of fees and expenses, (iii) retroactive amendment of the Trust, (iv) failure of the Owner to timely notify Wells Fargo of any error in reports, forms and documents prepared by Wells Fargo. If the Owner requests a rerun of an allocation or report due to incorrect or untimely information being furnished, the Owner shall bear the extra costs attributable to such reallocations or new reports.

Wells Fargo is entitled to prompt reimbursement of all extraordinary out-of-pocket expenses incurred in the performance of its services on behalf of the Account including, but not limited to, fees for legal process, outside legal fees, and courier services.

On the billing frequency indicated above, Wells Fargo will send an invoice to the Owner for fees and expenses due with respect to the Account. The invoice will denote Account fees to be "billed" that are payable by the Owner and/or Account fees to be "deducted" that have been deducted from Account assets held in the Trust. Such amounts, if billed, shall be due not later than 30 days following the billing date. Additional services not detailed in this Fee Agreement may be negotiated by and between Wells Fargo and the Owner at normal prevailing rates. Wells Fargo retains the right to revise its fee schedule from time to time.

If the Owner wishes to have the Account pay any fees or expenses, or wishes to be reimbursed by the Account for any fees or expenses previously paid by the Owner, the Owner shall be responsible for determining which fees and expenses may properly be paid or reimbursed by the Account and provide appropriate written direction certifying this to Wells Fargo.

SCHEDULE A
CITY OF LONG BEACH
WFC CUSTODY HOLDINGS
TRANSFER REPORT
AS OF MAY 31, 2011

Investment Number	Security Description	CUSIP Number	CPN	ORG. FACE VALUE	BOOK VALUE	EST. MKT VALUE	Maturity Date	Report Date
ACCOUNT # 2455900 - CITY OF LONG BEACH								
13298	LEHMAN BROS HLDGS DISC NT	52525MJW9	2.450	\$20,000,000.00	\$4,000,000.00	\$4,000,000.00	09/30/08	05/31/11
13980	FEDL HOME LLN MTG CORP DISC	313396GS6	0.450	\$10,000,000.00	\$9,995,000.00	\$10,000,000.00	06/10/11	05/31/11
14190	FED HOME LOAN BANK	3133XWEZ8	0.750	\$5,000,000.00	\$5,006,015.00	\$5,003,125.00	07/08/11	05/31/11
14202	FNMA DISCOUNT NOTES	313588JH9	0.030	\$20,000,000.00	\$19,998,850.00	\$20,000,000.00	07/19/11	05/31/11
14207	FNMA DISCOUNT NOTES	313588JH9	0.030	\$10,000,000.00	\$9,999,466.67	\$10,000,000.00	07/19/11	05/31/11
14178	FHLMC DISCOUNT	313396KA0	0.090	\$10,000,000.00	\$9,997,600.00	\$10,000,000.00	08/05/11	05/31/11
13985	FED NAT MORTG ASSOC	31398ATL6	3.625	\$6,549,000.00	\$6,607,738.25	\$6,596,070.94	08/15/11	05/31/11
14179	FNMA DISCOUNT NOTES	313588KQ7	0.100	\$10,000,000.00	\$9,996,944.45	\$10,000,000.00	08/19/11	05/31/11
13982	FEDERAL FARM CR BKS CONS	31331JFT5	0.680	\$10,000,000.00	\$10,005,046.73	\$10,012,500.00	09/01/11	05/31/11
14177	FHLMC DISCOUNT	313396LE1	0.100	\$10,000,000.00	\$9,996,555.56	\$9,996,875.00	09/02/11	05/31/11
14206	FHLMC DISCOUNT	313396LK7	0.050	\$20,000,000.00	\$19,996,750.00	\$19,993,750.00	09/07/11	05/31/11
14151	T-Bills	9127952F7	0.155	\$10,000,000.00	\$9,993,800.00	\$9,998,068.38	09/22/11	05/31/11
14066	T-Note	912828LW8	1.000	\$10,000,000.00	\$10,031,310.29	\$10,030,000.00	09/30/11	05/31/11
14067	T-Note	912828LW8	1.000	\$8,000,000.00	\$8,024,822.58	\$8,024,000.00	09/30/11	05/31/11
14068	T-Note	912828LW8	1.000	\$10,000,000.00	\$10,031,411.29	\$10,030,000.00	09/30/11	05/31/11
14133	T-Note	912828LW8	1.000	\$15,000,000.00	\$15,051,303.29	\$15,045,000.00	09/30/11	05/31/11
14134	T-Note	912828LW8	1.000	\$15,000,000.00	\$15,051,303.29	\$15,045,000.00	09/30/11	05/31/11
14150	T-Note	912828LW8	1.000	\$15,000,000.00	\$15,052,306.55	\$15,045,000.00	09/30/11	05/31/11
14154	FHLMC DISCOUNT	313396MQ3	0.160	\$10,000,000.00	\$9,992,977.78	\$9,996,875.00	10/06/11	05/31/11
14187	FFCB DISC NT	313312NT3	0.110	\$15,000,000.00	\$14,991,933.33	\$14,994,225.00	11/02/11	05/31/11
14065	FED NAT MORTG ASSOC	31359MLS0	5.375	\$8,996,000.00	\$9,241,769.19	\$9,209,655.00	11/15/11	05/31/11
14113	T-Note	912828JU5	1.750	\$18,000,000.00	\$18,145,848.21	\$18,135,000.00	11/15/11	05/31/11
14078	T-Note	912828KA7	1.125	\$5,000,000.00	\$5,025,856.85	\$5,027,000.00	12/15/11	05/31/11
14094	FED HOME LOAN BANK	3133XVRS2	1.000	\$10,000,000.00	\$10,043,780.12	\$10,043,750.00	12/28/11	05/31/11
14192	FHLMC DISCOUNT	313396RQ8	0.120	\$15,000,000.00	\$14,987,550.00	\$14,990,625.00	01/10/12	05/31/11
14096	FED NAT MORTG ASSOC	31398AB43	0.875	\$7,000,000.00	\$7,025,818.14	\$7,026,250.00	01/12/12	05/31/11
14208	FFCB DISC NT	313312SA9	0.110	\$5,000,000.00	\$4,996,195.83	\$4,996,116.67	01/20/12	05/31/11
14114	T-Note	912828GF1	4.750	\$10,000,000.00	\$10,332,978.86	\$10,307,000.00	01/31/12	05/31/11
14191	FED NAT MORTG ASSOC	31359M5H2	5.000	\$10,000,000.00	\$10,377,400.00	\$10,334,375.00	02/16/12	05/31/11
14189	FED FARM CREDIT BANK	31331KEN6	0.280	\$10,000,000.00	\$10,008,350.00	\$10,003,125.00	03/16/12	05/31/11
14195	FED FARM CREDIT BANK	31331KEU0	0.230	\$10,000,000.00	\$10,004,980.00	\$10,000,000.00	03/23/12	05/31/11

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14137	FHLMC	3137EABY4	2.125	\$6,000,000.00	\$6,096,449.45	\$6,090,000.00	03/23/12	05/31/11
14083	FED HOME LOAN BANK	3133XTAW6	2.250	\$10,000,000.00	\$10,170,637.71	\$10,171,875.00	04/13/12	05/31/11
14079	FED FARM CREDIT BANK	31331GNQ8	2.250	\$4,224,000.00	\$4,298,012.49	\$4,297,920.00	04/24/12	05/31/11
14136	FHLMC	3128X9D80	1.125	\$7,000,000.00	\$7,052,887.77	\$7,054,687.50	04/25/12	05/31/11
14084	FED HOME LOAN BANK	3133MNVV0	5.750	\$4,680,000.00	\$4,934,525.70	\$4,925,700.00	05/15/12	05/31/11
14106	FNMA Step Up	31398AY55	0.625	\$10,000,000.00	\$10,005,548.39	\$10,003,125.00	07/27/12	05/31/11
14120	FHLMC	3134G12U7	0.750	\$10,000,000.00	\$10,000,000.00	\$10,006,250.00	11/23/12	05/31/11
14167	FED HOME LOAN BANK	313373GJ5	0.500	\$3,100,000.00	\$3,100,000.00	\$3,100,968.75	04/26/13	05/31/11
14165	FHLB Step Up	313373J45	0.625	\$7,000,000.00	\$7,000,000.00	\$7,004,375.00	04/26/13	05/31/11
14197	FED HOME LOAN BANK	313373NF5	1.050	\$10,000,000.00	\$10,000,000.00	\$10,003,125.00	08/20/13	05/31/11
14166	FHLMC Stepup	3134G2DU3	0.750	\$5,000,000.00	\$5,000,000.00	\$5,003,125.00	10/15/13	05/31/11
13964	FHLMC	3134A4FM1	6.000	\$20,000,000.00	\$20,132,435.42	\$20,043,750.00	06/15/11	05/31/11
13793	FED FARM CREDIT BANK	31331YY46	3.900	\$12,500,000.00	\$12,553,020.60	\$12,523,437.50	06/20/11	05/31/11
13798	FED HOME LOAN BANK	3133XRCW8	3.375	\$10,000,000.00	\$10,037,238.95	\$10,018,750.00	06/24/11	05/31/11
13935	FHLMC	3137EABN8	3.875	\$10,000,000.00	\$10,052,710.95	\$10,028,125.00	06/29/11	05/31/11
13670	T-Note	912828LF5	1.125	\$12,300,000.00	\$12,299,169.22	\$12,311,070.00	06/30/11	05/31/11
13977	FEDERAL HOME LN BKS	3133XWEZ8	0.750	\$20,000,000.00	\$20,009,812.60	\$20,012,500.00	07/08/11	05/31/11
13967	FHLMC	3137EAAF6	5.250	\$3,325,000.00	\$3,357,997.40	\$3,347,859.38	07/18/11	05/31/11
13968	FHLMC	3137EAAF6	5.250	\$10,000,000.00	\$10,099,242.16	\$10,068,750.00	07/18/11	05/31/11
13785	FED HOME LOAN BANK	3133TXH4	1.625	\$15,000,000.00	\$15,030,915.52	\$15,037,500.00	07/27/11	05/31/11
13871	T-Note	912828LG3	1.000	\$7,000,000.00	\$7,008,617.01	\$7,010,500.00	07/31/11	05/31/11
13945	FED NAT MORTG ASSOC	31398ATL6	3.625	\$10,000,000.00	\$10,084,876.69	\$10,071,875.00	08/15/11	05/31/11
13870	T-Note	912828LV0	1.000	\$10,000,000.00	\$10,014,690.37	\$10,023,000.00	08/31/11	05/31/11
13923	FED HOME LOAN BANK	3133XRY46	3.750	\$15,000,000.00	\$15,156,116.13	\$15,150,000.00	09/09/11	05/31/11
14018	FED HOME LOAN BANK	3133XS4S4	3.625	\$7,910,000.00	\$8,007,627.97	\$7,994,043.75	09/16/11	05/31/11
14073	FED HOME LOAN BANK	3133717B6	0.300	\$10,000,000.00	\$10,000,454.61	\$10,006,250.00	09/29/11	05/31/11
14035	FED FARM CREDIT BANK	31331GV22	1.125	\$10,900,000.00	\$10,936,528.91	\$10,934,062.50	10/03/11	05/31/11
13971	FED FARM CREDIT BANK	31331Y3P3	3.500	\$11,045,000.00	\$11,172,799.53	\$11,169,256.25	10/03/11	05/31/11
14201	FED FARM CREDIT BANK	31331KKZ2	0.420	\$7,000,000.00	\$7,000,000.00	\$7,000,000.00	11/16/11	05/31/11
13963	FED FARM CREDIT BANK	31331GFC8	3.200	\$10,000,000.00	\$10,140,148.15	\$10,143,750.00	11/21/11	05/31/11
13969	FED HOME LOAN BANK	3133XYLD5	0.785	\$10,815,000.00	\$10,816,760.10	\$10,848,796.88	11/25/11	05/31/11
14017	FHLMC	3137EACF4	1.125	\$10,000,000.00	\$10,044,608.55	\$10,050,000.00	12/15/11	05/31/11
14019	FED HOME LOAN BANK	3133XYW35	0.750	\$10,000,000.00	\$10,022,145.44	\$10,031,250.00	12/21/11	05/31/11

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14070	FED NAT MORTG ASSOC	31398AB43	0.875	\$5,000,000.00	\$5,018,575.25	\$5,018,750.00	01/12/12	05/31/11
14063	T-Note	912828KC3	1.375	\$15,000,000.00	\$15,120,469.78	\$15,129,000.00	02/15/12	05/31/11
14074	FED HOME LOAN BANK	3133XWW47	1.125	\$10,000,000.00	\$10,060,509.73	\$10,068,750.00	03/09/12	05/31/11
14095	FED HOME LOAN BANK	3133XWW47	1.125	\$9,000,000.00	\$9,056,835.97	\$9,061,875.00	03/09/12	05/31/11
13928	FHLMC	3137EABY4	2.125	\$15,000,000.00	\$15,132,174.67	\$15,225,000.00	03/23/12	05/31/11
13927	FED NAT MORTG ASSOC	31398AWK4	1.875	\$15,000,000.00	\$15,100,154.20	\$15,215,625.00	04/20/12	05/31/11
14071	FED FARM CREDIT BANK	31331GNQ8	2.250	\$10,000,000.00	\$10,180,710.74	\$10,175,000.00	04/24/12	05/31/11
14175	FED FARM CREDIT BANK	31331KHZ6	0.270	\$8,000,000.00	\$8,000,000.00	\$8,000,000.00	04/25/12	05/31/11
14176	FED FARM CREDIT BANK	31331KHZ6	0.270	\$8,000,000.00	\$8,000,000.00	\$8,000,000.00	04/25/12	05/31/11
14125	T-Note	912828NB2	1.000	\$20,000,000.00	\$20,116,625.70	\$20,146,000.00	04/30/12	05/31/11
14100	T-Note	912828KP4	1.375	\$8,000,000.00	\$8,082,559.34	\$8,088,800.00	05/15/12	05/31/11
14135	FED HOME LOAN BANK	3133XPPV3	1.125	\$7,000,000.00	\$7,054,159.48	\$7,059,062.50	05/18/12	05/31/11
14077	FED NAT MORTG ASSOC	31398ABX9	4.875	\$8,000,000.00	\$8,371,703.19	\$8,332,500.00	05/18/12	05/31/11
14042	FED HOME LOAN BANK	3133XWKU2	1.375	\$7,000,000.00	\$7,070,257.17	\$7,078,750.00	06/08/12	05/31/11
14086	FED HOME LOAN BANK	3133XWKU2	1.375	\$10,000,000.00	\$10,089,287.26	\$10,112,500.00	06/08/12	05/31/11
14097	FED FARM CREDIT BANK	31331J2G7	0.300	\$7,000,000.00	\$6,984,725.48	\$7,002,187.50	06/15/12	05/31/11
14098	FHLMC	3137EACC1	1.750	\$10,000,000.00	\$10,140,648.92	\$10,153,125.00	06/15/12	05/31/11
14116	FHLMC	3134A4QD9	5.125	\$6,000,000.00	\$6,333,637.50	\$6,331,875.00	07/15/12	05/31/11
14076	FHLMC	3137EACK3	1.125	\$7,000,000.00	\$7,055,190.61	\$7,063,437.50	07/27/12	05/31/11
14163	FHLMC	3137EACK3	1.125	\$6,500,000.00	\$6,558,161.19	\$6,558,906.25	07/27/12	05/31/11
14141	FED NAT MORTG ASSOC	31398AT77	1.125	\$7,000,000.00	\$7,062,426.06	\$7,067,812.50	07/30/12	05/31/11
14159	FED NAT MORTG ASSOC	31398AT77	1.125	\$10,000,000.00	\$10,087,814.95	\$10,096,875.00	07/30/12	05/31/11
14162	FED NAT MORTG ASSOC	31398AT77	1.125	\$10,000,000.00	\$10,090,953.75	\$10,096,875.00	07/30/12	05/31/11
14099	FED HOME LOAN BANK	3133XUE41	1.750	\$12,000,000.00	\$12,185,243.56	\$12,210,000.00	08/22/12	05/31/11
14158	FED HOME LOAN BANK	3133XUK93	2.000	\$10,000,000.00	\$10,187,340.00	\$10,212,500.00	09/14/12	05/31/11
14160	FED NAT MORTG ASSOC	31359MPF4	4.375	\$10,000,000.00	\$10,519,223.51	\$10,518,750.00	09/15/12	05/31/11
14186	T-Note	912828LM0	1.375	\$20,000,000.00	\$20,281,250.00	\$20,282,000.00	09/15/12	05/31/11
14183	T-Note	912828NX4	0.375	\$10,000,000.00	\$9,998,446.50	\$10,013,000.00	09/30/12	05/31/11
14182	FED NAT MORTG ASSOC	3136FPUC9	0.500	\$10,000,000.00	\$10,005,668.45	\$10,006,250.00	10/30/12	05/31/11
14087	FED NAT MORTG ASSOC	31398A4T6	0.500	\$10,000,000.00	\$9,968,934.88	\$10,018,750.00	10/30/12	05/31/11
14139	FED NAT MORTG ASSOC	31398A4T6	0.500	\$10,000,000.00	\$9,991,964.66	\$10,018,750.00	10/30/12	05/31/11
14185	FED NAT MORTG ASSOC	31398AHZ8	4.750	\$10,000,000.00	\$10,662,500.00	\$10,637,500.00	11/19/12	05/31/11
14209	FED FARM CREDIT BANK	31331KLN8	0.450	\$7,000,000.00	\$7,000,000.00	\$7,002,187.50	11/23/12	05/31/11

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14088	FHLMC	3137EACP2	0.375	\$10,000,000.00	\$9,945,875.61	\$10,000,000.00	11/30/12	05/31/11
14082	FED HOME LOAN BANK	313371PY6	0.550	\$15,000,000.00	\$14,942,027.03	\$15,000,000.00	12/03/12	05/31/11
14108	FED HOME LOAN BANK	313371PY6	0.550	\$8,000,000.00	\$7,979,571.43	\$8,000,000.00	12/03/12	05/31/11
14122	FED HOME LOAN BANK	313371PY6	0.550	\$5,000,000.00	\$4,984,833.33	\$5,000,000.00	12/03/12	05/31/11
14181	FED NAT MORTG ASSOC	31398A6F4	0.375	\$7,000,000.00	\$6,981,333.80	\$7,002,187.50	12/28/12	05/31/11
14140	FHLMC	3137EACG2	1.375	\$10,000,000.00	\$10,115,300.90	\$10,153,125.00	01/09/13	05/31/11
14198	FED FARM CREDIT BANK	31331KKR0	0.530	\$5,000,000.00	\$4,998,750.00	\$5,004,687.50	01/11/13	05/31/11
14188	FED NAT MORTG ASSOC	31398AME9	4.000	\$10,000,000.00	\$10,596,000.00	\$10,568,750.00	01/28/13	05/31/11
14205	FED HOME LOAN BANK	3133XWX87	1.750	\$8,500,000.00	\$8,680,455.00	\$8,677,968.75	03/08/13	05/31/11
14109	FHLMC	3134G1VX9	0.800	\$5,000,000.00	\$4,994,523.51	\$5,020,312.50	04/19/13	05/31/11
14199	FED HOME LOAN BANK	313373S86	0.750	\$5,000,000.00	\$5,000,000.00	\$5,004,687.50	05/09/13	05/31/11
14118	FHLMC	3134G1Y40	1.100	\$15,000,000.00	\$15,000,000.00	\$15,070,312.50	08/15/13	05/31/11
14043	FED NAT MORTG ASSOC	31398A4A7	1.200	\$8,000,000.00	\$8,014,889.52	\$8,020,000.00	09/27/13	05/31/11
14061	FED NAT MORTG ASSOC	31398A4A7	1.200	\$10,620,000.00	\$10,649,347.38	\$10,646,550.00	09/27/13	05/31/11
14152	FED FARM CREDIT BANK	31331KGD6	1.375	\$8,000,000.00	\$7,984,740.00	\$8,070,000.00	03/28/14	05/31/11
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	TOTALS			\$1,125,964,000.00	\$1,118,083,440.06	\$1,118,610,038.50		
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CITY OF LONG BEACH ACCOUNT # 24555901 - CITY OF LONG								
13720	Dreyfus Govt Cash Management	262006208	0.000	\$869,676.88	\$869,676.88	\$869,676.88	06/01/11	05/31/11
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13961	T-Note	912828GA2	4.500	\$9,425,000.00	\$9,641,364.28	\$9,631,407.50	11/30/11	05/31/11
13776	FHLMC	3134A4JT2	5.750	\$9,000,000.00	\$9,296,506.39	\$9,312,187.50	01/15/12	05/31/11
13771	FED FARM CREDIT BANK	31331GKY4	2.000	\$9,840,000.00	\$9,905,113.16	\$9,950,700.00	01/17/12	05/31/11
13892	T-Note	912828KC3	1.375	\$10,250,000.00	\$10,282,343.43	\$10,338,150.00	02/15/12	05/31/11
13822	T-Note	912828KG4	1.375	\$10,000,000.00	\$10,027,568.45	\$10,095,000.00	03/15/12	05/31/11
13772	FHLMC	3137EABY4	2.125	\$9,860,000.00	\$9,947,461.67	\$10,007,900.00	03/23/12	05/31/11
13823	FED NAT MORTG ASSOC	31398AWK4	1.875	\$10,000,000.00	\$10,064,709.52	\$10,143,750.00	04/20/12	05/31/11
13868	FED FARM CREDIT BANK	31331GNQ8	2.250	\$9,840,000.00	\$9,962,696.46	\$10,012,200.00	04/24/12	05/31/11
13882	FED HOME LOAN BANK	3133MNVV0	5.750	\$9,100,000.00	\$9,527,676.55	\$9,577,750.00	05/15/12	05/31/11
13813	T-Note	912828KP4	1.375	\$10,000,000.00	\$10,014,547.18	\$10,111,000.00	05/15/12	05/31/11

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13867	FED NAT MORTG ASSOC	31398ABX9	4.875	\$9,245,000.00	\$9,610,708.73	\$9,629,245.31	05/18/12	05/31/11
13865	FED HOME LOAN BANK	3133XTS49	1.875	\$9,955,000.00	\$10,040,000.71	\$10,122,990.63	06/20/12	05/31/11
13862	FHLMC	3134A4QD9	5.125	\$9,230,000.00	\$9,667,632.30	\$9,740,534.38	07/15/12	05/31/11
13885	T-Note	912828LB4	1.500	\$10,000,000.00	\$10,046,504.83	\$10,142,000.00	07/15/12	05/31/11
13824	FED HOME LOAN BANK	3133XUE41	1.750	\$10,000,000.00	\$10,037,907.66	\$10,175,000.00	08/22/12	05/31/11
13781	FED NAT MORTG ASSOC	31359MPF4	4.375	\$9,250,000.00	\$9,607,686.97	\$9,729,843.75	09/15/12	05/31/11
13884	FED HOME LOAN BANK	3133XML66	4.625	\$9,200,000.00	\$9,618,067.70	\$9,740,500.00	10/10/12	05/31/11
13893	T-Note	912828LR9	1.375	\$10,250,000.00	\$10,249,560.27	\$10,401,700.00	10/15/12	05/31/11
13775	FED HOME LOAN BANK	3133MTZL5	4.500	\$9,265,000.00	\$9,689,258.52	\$9,809,318.75	11/15/12	05/31/11
13863	FED NAT MORTG ASSOC	31398AHZ8	4.750	\$9,205,000.00	\$9,676,378.36	\$9,791,818.75	11/19/12	05/31/11
13864	FED FARM CREDIT BANK	31331G2R9	1.875	\$9,990,000.00	\$10,057,451.51	\$10,214,775.00	12/07/12	05/31/11
13842	T-Note	912828MB3	1.125	\$10,175,000.00	\$10,149,193.49	\$10,299,135.00	12/15/12	05/31/11
13841	FHLMC	3137EACG2	1.375	\$10,165,000.00	\$10,137,298.19	\$10,320,651.56	01/09/13	05/31/11
13936	T-Note	912828MG2	1.375	\$10,600,000.00	\$10,587,487.71	\$10,772,780.00	01/15/13	05/31/11
13847	FED NAT MORTG ASSOC	31398AKY7	3.625	\$9,700,000.00	\$10,031,620.36	\$10,209,250.00	02/12/13	05/31/11
13911	T-Note	912828MN7	1.375	\$11,000,000.00	\$10,971,045.01	\$11,183,700.00	02/15/13	05/31/11
13843	FED FARM CREDIT BANK	31331JBV4	1.750	\$9,920,000.00	\$9,940,372.11	\$10,124,600.00	02/21/13	05/31/11
14129	FED HOME LOAN BANK	3133XX7F8	1.625	\$10,000,000.00	\$10,119,580.94	\$10,209,375.00	03/20/13	05/31/11
13965	FED FARM CREDIT BANK	31331JPK3	1.375	\$10,000,000.00	\$9,986,821.08	\$10,184,375.00	06/25/13	05/31/11
14142	FHLMC	3137EABS7	4.125	\$9,650,000.00	\$10,335,329.59	\$10,409,937.50	09/27/13	05/31/11
14037	FED FARM CREDIT BANK	31331GCS6	3.875	\$9,350,000.00	\$10,010,783.20	\$10,039,562.50	10/07/13	05/31/11
13992	FED HOME LOAN BANK	3133XSAE8	3.625	\$9,500,000.00	\$10,018,467.01	\$10,144,218.75	10/18/13	05/31/11
14013	T-Note	912828JT8	2.000	\$11,000,000.00	\$11,315,552.54	\$11,370,700.00	11/30/13	05/31/11
14143	FED NAT MORTG ASSOC	31398A5W8	0.750	\$10,500,000.00	\$10,363,451.23	\$10,470,468.75	12/18/13	05/31/11
14127	FHLMC	3137EABX6	2.500	\$9,965,000.00	\$10,227,069.81	\$10,394,740.63	01/07/14	05/31/11
14128	FED NAT MORTG ASSOC	31398AVD1	2.750	\$10,000,000.00	\$10,322,716.82	\$10,506,250.00	02/05/14	05/31/11
14168	FED FARM CREDIT BANK	31331GTJ8	2.625	\$10,000,000.00	\$10,374,433.73	\$10,484,375.00	04/17/14	05/31/11
14056	FHLMC	3137EACB3	2.500	\$10,000,000.00	\$10,461,917.60	\$10,437,500.00	04/23/14	05/31/11
14173	FHLMC	3137EACD9	3.000	\$9,950,000.00	\$10,427,553.71	\$10,537,671.88	07/28/14	05/31/11
14213	FED FARM CREDIT BANK	31331KHW3	1.625	\$10,700,000.00	\$10,796,621.00	\$10,867,187.50	11/19/14	05/31/11
14169	FED HOME LOAN BANK	3133XWX95	2.750	\$5,000,000.00	\$5,172,434.62	\$5,262,500.00	03/13/15	05/31/11
	TOTALS			\$400,080,000.00	\$408,720,894.40	\$412,906,750.64		

Real Time Date Timestamp	Account Number	Account Name		Opening Cash Balance	Today's Posted Cash	Current Sweep	Current Cash Balance	Available Balance to Transfer
06/01/2011 02:05:34 EDT	24555901	CLB - LONG TERM EXTERNAL	Income Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/01/2011 02:05:34 EDT	24555901	CLB - LONG TERM EXTERNAL	Principal Balance	\$0.00	\$869,688.58	\$0.00	\$869,688.58	\$869,688.58