TREASURER OF THE STATE OF ARKANSAS
SECURITY AGREEMENT FOR FUNDS HELD IN DEPOSIT

This Agreement entered into as of the _____ day of __________  _______, by and between Dennis Milligan, Treasurer of the State of Arkansas ("Depositor"), and ________________________________________, _____________________, ________.

(Bank Name) (City) (State)

("Institution").

W I T N E S S E T H:

WHEREAS, the Depositor is the duly elected Treasurer of State and, as such, custodian for various state agencies under the laws of the State of Arkansas; and

WHEREAS, pursuant to Arkansas Code Annotated §19-3-502, the Institution has been designated as a depository of State Treasury funds; and

WHEREAS, the Institution has agreed to secure the funds of the Depositor so deposited with it by conveying to the Depositor a security interest in eligible securities owned by the Institution, as allowed by 12 U.S.C. §90 and as provided in Arkansas Code Annotated §23-47-203, as amended;

NOW, THEREFORE, in consideration of the Depositor depositing certain of its funds with the Institution, and for other good and valuable consideration, it is agreed between the Depositor and the Institution as follows:

1. For the purpose of securing the funds deposited by the Depositor with the Institution, the Institution hereby agrees to assign, transfer, pledge and convey to the Depositor a perfected security interest in eligible securities owned by the Institution, as allowed by 12 U.S.C. §90 and as provided in Arkansas Code Annotated §23-47-203, as amended. The securities pledged as collateral hereunder ("Collateral") shall at all times have a market value, as determined by the Depositor equal to at least 105% (the "Maintenance Percentage") of the amount of funds of the Depositor so deposited with the Institution. Each pledge of securities as Collateral hereunder shall be made as follows:

(a) In the case of any uncertificated securities issued by the United States and registered in the name of the Institution by the Federal Reserve Bank of St. Louis or any branch thereof, by delivery by the Institution to the Depositor of a written confirmation setting forth the securities pledged and also by the Institution identifying on its books and records as being pledged to the Depositor specific securities or a quantity of specific securities that constitute or are part of a fungible bulk of securities owned by the Institution;

(b) In the case of any uncertificated securities issued by the United States and held for the account of the Institution by another financial intermediary (a bank or a securities broker-dealer), by delivery by the financial intermediary to the Institution and the Depositor of a written confirmation setting forth the securities pledged, together with identification by the Institution on its books and records of the pledge of such securities to the Depositor and identification by the financial intermediary on its books and records of the pledge of such securities to the Depositor;

(c) In the case of any securities issued in the form of certificates and held in the Institution's possession, by delivery or transfer of such certificates (in bearer form or with instruments of transfer duly endorsed in blank) to the address or account of the Depositor; and

(d) In the case of any securities issued in the form of certificates and held in the possession of a financial intermediary (a bank or a securities broker-dealer) for the account of the Institution, by delivery or transfer of such certificates (in bearer form or with instruments of transfer duly endorsed in blank) to the address or account of the Depositor or by delivery by the financial intermediary to the Depositor and the Institution of a written confirmation setting forth the securities pledged together with identification by the Institution on its books and records of the pledge to the Depositor of the specific certificated securities held in the financial intermediary's
2. If at any time the ratio of the market value of the Collateral to the amount of funds on deposit is less than the Maintenance Percentage, then the Institution shall assign, pledge and convey a security interest and transfer to the Depositor securities of the type eligible to be pledged pursuant to Arkansas Code Annotated §23-47-203, as amended, and in such amount so that the ratio of the market value of such pledged securities to the amount of funds on deposit shall be at least equal to the Maintenance Percentage. Any additional pledge of Collateral hereunder shall be approved by an officer of the Institution duly authorized by resolutions of the Board of Directors to approve substitutions of collateral, releases of collateral, and additional pledges of collateral under this Agreement ("Duly Authorized Institution Officer").

3. The Institution shall have the right, from time to time, after approval thereof by a Duly Authorized Institution Officer, to withdraw any of the pledged securities and substitute therefore other pledged securities of the same type and of like amount of the securities withdrawn upon compliance with the requirements of paragraph 1 hereof and delivery to the Depositor of written notice of such substitution, specifically identifying the securities withdrawn and the securities substituted therefore.

4. Any pledge hereunder shall be a continuing pledge and shall secure not only such deposits that are held by the Institution at the time of the transfer of the Collateral to the Depositor hereunder, but also any and all subsequent deposits of funds with the Institution by the Depositor, notwithstanding the account or accounts in which such funds may be held or identified by the Institution.

5. The pledge of Collateral by the Institution to secure the deposits of the Depositor shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the Institution for the purpose of protecting the claims and rights of its depositors.

6. It is agreed that when the Institution shall have paid out and accounted for all the funds of the Depositor so deposited with the Institution, then and in that event any and all securities pledged as Collateral under this Agreement shall be released from the security interest created hereunder, and the Institution and the Depositor shall take whatever actions may be necessary to cause a transfer of such securities to the Institution free and clear of any liens created hereunder.

7. The Institution hereby represents to the Depositor that (i) it is a national bank, state bank, out-of-state bank with Certificate of Authority under Arkansas Code Annotated §23-48-1001 or savings and loan association, duly organized and validly existing under the laws of the United States or the State of Arkansas, (ii) it has, or will have at the time of delivery of any securities as Collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein, (iii) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder has been approved by its Board of Directors, and (iv) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder will not violate or be in conflict with the Articles of Association or By-laws of the Institution, any agreement or instrument to which the Institution may be a party, any rule, regulation or order of any banking regulator applicable to the Institution, or any internal policy of the Institution adopted by its Board of Directors.

8. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

10. In any action or proceeding which a party may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all reasonable costs incurred by the prevailing party therein, including reasonable attorney's fees, to be fixed by the court, and said costs and attorney's fees shall be made a part of the judgment of said action.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof.

12. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

INSTITUTION:

______________________________________________
(Institution)

ATTEST:

___________________________________

ATTEST:

___________________________________

Address for Notices:

____________________________________

____________________________________

By:

____________________________________

(Signature)

Title:__________________________________

DEPOSITOR:

Dennis Milligan
TREASURER OF STATE

Address for Notices:

1401 W. Capitol, Suite 275
Little Rock, AR 72201

____________________________________

(Signature)
CERTIFICATE OF CORPORATE RESOLUTIONS

I, ________________________, the duly elected, qualified and acting Secretary of «BANK», «CITY», AR. ("Institution"), do hereby certify that set forth below is a true, correct and complete copy of resolutions adopted by the Board of Directors of the Institution at a meeting duly convened and held, pursuant to notice properly given or waivers of notice properly made pursuant to applicable banking laws, on ________________, ________________, 20__, at __o'clock, __m., at which meeting a quorum for the transaction of business was at all times present and acting, and that said resolutions, approvals and authorizations have not been amended or revoked and are now in full force and effect:

RESOLVED, that the Security Agreement for Funds Held in Deposit ("Agreement") by and between «BANK», «CITY», AR (Institution) and Dennis Milligan, Treasurer of the State of Arkansas, Custodian for Various State Agencies ("Depositor"), dated as of January 13, 2015, is hereby approved and the President and the Secretary of the Institution be, and they hereby are, authorized, empowered and directed, for and in the name of and on behalf of the Institution, to execute such Agreement and deliver it to Depositor; and

FURTHER RESOLVED, that during the term of the Agreement the Institution is hereby authorized and empowered to pledge and transfer as collateral thereunder such securities of the Institution as determined by a Duly Authorized Institution Officer; and

FURTHER RESOLVED, that the Secretary of the Institution be, and he hereby is, authorized, empowered and directed to maintain the Agreement as an official record of the Institution until its revocation, rescission or termination; and

FURTHER RESOLVED, that the officers of the Institution be, and they hereby are, authorized, empowered and directed to take such actions and to execute and deliver such documents and instruments as they may deem necessary to satisfy the obligations and covenants of the Institution under such Agreement and to carry out the intents, purposes and objects of these resolutions; and

FURTHER RESOLVED, that the officers of the Institution listed below are hereby designated as the Duly Authorized Institution Officers under the Agreement, with full power and authority to determine the initial securities to be pledged as collateral thereunder and to approve all substitutions of collateral, releases of collateral, and additional pledges of collateral thereunder, and if needed, to designate representatives of the Institution to transact business with the Depositor.

DESIGNATED DULY AUTHORIZED INSTITUTION OFFICERS

_______________________________________
NAME/TITLE

_______________________________________
NAME/TITLE

_______________________________________
NAME/TITLE

_______________________________________
NAME/TITLE

WITNESS my hand and seal this ___ day of ____________, 20__.

_________________________________
(SEAL) Secretary