SECURITIES LENDING AGREEMENT

AGREEMENT, dated as of January $2 \, \wp$, 2000, between the Idaho State Treasurer, a constitutional officer of the State of Idaho, acting in his official capacity ("Lender"), and Key Trust Company of Ohio ("Bank").

ARTICLE I.

DEFINITIONS

Whenever used in this Agreement, unless the context otherwise requires, the following words shall have the meanings set forth below:

- 1. "Account" shall mean the custodial account established and maintained by Bank on behalf of Lender for the safekeeping of Securities and monies received by Bank from time to time.
- 2. "Agreement" or "Securities Lending Agreement" shall mean this agreement between the Lender and the Bank.
- 3. "Approved Investments" shall conform to State of Idaho regulations, and is further described in the approved investment list which is annexed hereto as Exhibit "A," as the same may from time to time be modified in writing by the parties to this Agreement.
- 4. "Authorized Person" shall mean the Treasurer of the State of Idaho or any person designated in writing by the Treasurer as an Authorized Person.
- 5. "Book-Entry System" shall mean the Federal Reserve/Treasury book-entry system for receiving and delivering

Government Securities (as defined herein), its successors and nominees.

- 6. "Borrower" shall mean any entity chosen by Bank and named on a list supplied to Lender by Bank (as such list may be amended from time to time), other than any entity deleted from such list pursuant to a Certificate.
- 7. "Business Day" shall mean any day on which Bank is open for business and on which the Book-Entry System and/or the applicable Depositories are open for business.
- 8. "Cash Collateral" shall mean either fed funds or New York Clearing House funds, as applicable for a particular Loan.
- 9. "Certificate" shall mean any notice, instruction, schedule or other instrument in writing, authorized or required by this Agreement to b given to Bank, which is actually received by Bank and signed on behalf of Lender by an Authorized Person.
- 10. "Collateral" shall mean Cash Collateral or Government Securities as defined in Art. I, paragraph 15, of this Agreement with a minimum market value of 102% of the market value of the loaned security.
- 11. "Collateral Account" shall mean an account established and maintained by Bank for the purpose of holding Collateral, Approved Investments, Proceeds an any Securities Loan Fee paid by Borrowers in connection with Loans under this Agreement.
- 12. "Collateral Requirement" shall mean, with respect to Loans, an amount which will initially be no less than 102% of the market value of the Loaned Securities, and which will be

maintained daily by the Borrower at no less than 100% of such market value.

- 13. "Depository" shall mean the Depository Trust Company, Participants Trust Company and any other securities depository or clearing agency (and their respective successors and nominees) registered with the Securities and Exchange Commission or otherwise authorized to act as a securities depository or clearing agency.
- 14. "Distributions" shall mean interest, dividends and other payments and distributions payable by Borrowers in respect of Loaned Securities.
- 15. "Government Security" shall mean book-entry Treasury securities (as defined in Subpart O of Treasury Department Circular No. 1 300,31 C.F.R. 306) and any other securities issued or fully guaranteed by the United States Government or any agency, instrumentality or establishment of the United States Government.
- 16. "Loan" shall mean a loan of Securities under this Agreement.
- 17. "Loaned Security" shall mean any Security which is subject to a Loan.
- 18. "Market Value" shall mean (a) the market value of Government Securities as quoted by a recognized pricing information service at the time the determination of Market Value is made, plus accrued but unpaid interest, if any, on the particular Security, (b) with respect to other Securities, the

price of such Securities as quoted by a recognized pricing information service at the time such determination is made, (c) with respect to Cash Collateral, its amount.

- 19. "Oral Instructions" shall mean verbal instructions actually received by Bank from an Authorized Person.
- 20. "Proceeds" shall mean any interest, dividends and other payments and distributions received by Bank in respect of Collateral and Approved Investments.
- 21. "Rebate" shall mean the amount payable by Lender to a Borrower in connection with Loans at any time collateralized by Cash Collateral.
- 22. "Receipt" shall mean an advice or confirmation setting forth the terms of a particular Loan.
- 23. "Securities Borrowing Agreement" shall mean the agreement pursuant to which Bank lends securities to a Borrower on behalf of Lender from time to time pursuant to this Agreement.
- 24. "Securities Loan Fee" shall mean the amount payable by a Borrower to Bank pursuant to the Securities Borrowing Agreement in connection with Loans collateralized by Collateral other than Cash Collateral.
- 25. "Security" shall include Government Securities, as defined in Art. I, paragraph 15, of this Agreement, and Commercial Paper rated A-1/P-1.
- 26. "Written Instructions" shall mean written communications actually received by Bank from an Authorized Person by letter, memorandum, telegram, cable, telex, telecopy

facsimile, computer, video (CRT) terminal or other on-line system, or any other method whereby Bank is able to verify with a reasonable degree of certainty the identity of the sender of such communications or the sender is required to provide a password or other identification code.

ARTICLE II.

APPOINTMENT OF BANK; SCOPE OF AGENCY AUTHORITY

- 1. Appointment. Lender hereby appoints Bank as its agent to lend Securities in the Account to Borrowers from time to time (except Securities which Lender has advised Bank in a Certificate are no longer subject to the representations set forth in Article III, sub-paragraph (e) hereof), and Bank hereby accepts appointment as such agent and agrees to so act.
- acknowledges receipt of Bank's standard form(s) of Securities Borrowing Agreement. Lender authorizes Bank to lend Securities in the Account to Borrowers pursuant to the provisions of the Securities Borrowing Agreement, to the extent that the provisions of the Securities Borrowing Agreement do not conflict or in any manner deviate from the provisions contained in this Agreement. Bank is hereby authorized to negotiate with each Borrower the amount of Rebate payable in connection with particular Loans. Bank shall deliver to Lender a Receipt relating to each Loan.
- 3. <u>Loan Opportunities</u>. Bank shall treat Lender equitably with other lenders of like circumstances in making lending opportunities available to it hereunder, taking into account the

demand for specific securities, availability of securities, types of collateral, eligibility of borrowers, limitations on investments of cash collateral and such other factors as Bank deems appropriate.

Use of Book-Entry System and Depositories. Lender hereby authorizes Bank, on a continuous and on-going basis, to deposit in the Book-Entry System and the applicable Depositories all Securities eligible for deposit therein, and to utilize the Book-Entry System and Depositories to the extent possible in connection with its receipt and delivery of Securities, Collateral, Approved Investments, and monies under this Where Securities, Collateral, and Agreement. Approved Investments eligible for deposit in the Book-Entry System or a Depository are transferred to Lender hereunder, Bank shall identify as belonging to Lender a quantity of securities in a fungible bulk of securities shown on Bank's account on the books Book-Entry System or the applicable Depository. Securities, and Collateral and Approved Investments deposited in the Book-Entry System or Depository, will be represented in accounts which include only assets held by Bank for customers, including but not limited to accounts in which Bank acts in a fiduciary or agency capacity.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

Lender hereby represents and warrants to Bank, which representations and warranties shall be deemed to be continuing and to be reaffirmed on any day that a Loan is outstanding, that:

- (a) This Agreement is, and each Loan will be, legally and validly entered into, does not, and will not, violate any statute, regulation, rule, order or judgment binding on Lender, or any agreement binding on Lender or affecting its property, and is enforceable against Lender in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws, or by equitable principles relating to or limiting creditors' rights generally;
- (b) The person executing this Agreement and all Authorized Persons acting on behalf of Lender has and have been duly and properly authorized to do so;
- (c) If it is lending Securities as principal for its own account it will not transfer, assign or encumber its interest in, or rights with respect to, any Loans;
- (d) If it is acting as agent for one or more third parties, Lender is either authorized by virtue of standing instructions or is a fiduciary with the authority to enter into, execute and bind such third parties to this Agreement and the Loan effected for such third parties, and Lender is authorized to make, and makes each of the representations

and warranties set forth in sub-paragraphs (a) through (c) above for each such third party; and

(e) All Securities in the Account are free and clear of all liens, claims, security interests and encumbrances, and no such Security has been sold. Lender shall promptly deliver to Bank a Certificate identifying any and all Securities which are no longer subject to the representations contained in this sub-paragraph (e).

ARTICLE IV.

SECURITIES LENDING TRANSACTIONS

General Bank Responsibilities. Bank, using 1. diligence and reasonable care, shall enter Loans pursuant to the Securities Borrowing Agreement and take all actions deemed necessary or appropriate in order to perform on Lender's behalf thereunder, including receiving Collateral having a Market Value not less than the Collateral Requirement, collecting of Distributions and applicable Securities Loan Fees, and demanding additional Collateral from the appropriate Borrowers when the Market Value of Collateral received by Bank from such Borrowers is less than the Collateral requirement as defined in Art. I, paragraph 12 of this Agreement. Whenever Bank demands additional Collateral pursuant to the foregoing, such additional Collateral together with the Collateral then held by Bank in connection with Loans shall have a Market Value of not less than the Collateral Requirement. Bank shall at all times hold a perfected security in Cash Collateral.

2. Approved Investments.

- (a) Bank is hereby authorized and directed, without obtaining any further approval from Lender, to exercise due diligence and reasonable care commensurate with expertise to invest and reinvest all or substantially all of the Cash Collateral received in any Approved Investment. Bank shall credit all Collateral, Approved Investments and Proceeds received with respect to Collateral and Approved Investments to the Collateral Account, and mark its books and records to identify Lender's interest therein as appropriate, it being understood that all monies credited to the Collateral Account may for purposes of investment be commingled with cash collateral held for other lenders of securities for whom Bank acts as their respective agent. Bank may, when acting in the best interest of Lender, liquidate any Approved Investment and credit the net proceeds to the Collateral Account.
- (b) Lender may deliver to Bank a Certificate from time to time instructing Bank not to make Approved Investments with particular financial institutions or issuers.
- (c) All Approved Investments shall be for the account and risk of Lender. Bank shall invest only in Approved Investments as set forth in Exhibit "A" hereto, as the same may from time to time be revised by Lender. Bank will not be liable to Lender for any diminution in the value of Cash Collateral caused by or attributable to losses incurred

through the investment of Cash Collateral in Approved Investments.

(d) Except as otherwise provided herein, all Collateral, Approved Investments and Proceeds credited to the Collateral Account shall be controlled by and subject only to the instructions of Bank, and Bank shall not be required to comply with instructions of Lender with respect to the same.

3. Termination of Loans.

- (a) Bank, acting with due diligence, shall terminate any Loan after:
 - (i) receipt by Bank of a notice of termination from a Borrower;
 - (ii) receipt by Bank of Written Instructions to do so;
 - (iii) receipt by Bank of a Certificate instructing it to delete the Borrower to whom such Loan was made from the list referred to in Article I, paragraph 6, hereof;
 - (iv) receipt by Bank of a Certificate advising that the Loaned Security is no longer subject to the representations contained in Article III, sub-paragraph (e) hereof;
 - (v) receipt by Bank of notice or a Certificate advising that an Event of Default (as defined in the

Securities Borrowing Agreement) has occurred and is continuing beyond any applicable grace period;

- (vi) whenever Bank and Lender, determine it is in the best interest of Lender to terminate such Loan;
- (vii) the borrower to whom the Loan was made shall fail for a period longer than one (1) Business Day to satisfy the Collateral Requirement; or

(viii) termination of this Agreement.

- (b) Upon termination of any Loan and receipt from the Borrower of the Loaned Securities and any Distributions then due, Bank shall return to the Borrower such amount of Collateral as is required by the Securities Borrowing Agreement and pay the Borrower any Rebates then payable.
- 4. <u>Securities Loan Fee</u>. Bank shall receive any applicable Securities Loan Fee paid by Borrowers and credit all such amounts received to the Collateral Account.
- 5. <u>Indemnification</u>. The following indemnification will apply for purposes of this Agreement:
 - (a) If the Borrower in respect of any Loan effected pursuant hereto and pursuant to the relevant Securities Borrowing Agreement fails to return any Loaned Securities to the Bank for account of the Lender when due thereunder (the "Return Date"), then the Bank, subject to satisfaction by Lender of Lender's obligations under paragraph 2(c) above, shall, at Bank's expense and within one Business Day of the Return Date, pay to the Lender in U.S. dollars a sum equal

to the difference ("Difference") (where a positive number) between (i) the Market Value of such Loaned Securities on the Return Date (including, in the case of debt Securities, accrued but unpaid interest, and, in the case of equity Securities, dividends or Distributions declared but not paid or remitted to Lender) and (ii) in the case of Loans collateralized by Cash Collateral, the greater of (A) the Market Value of the Cash Collateral on the date of initial pledge as adjusted for any subsequent marks-to-market through the Return Date and (B) the Market Value of the Proceeds of Cash Collateral investments on the Return Date and, in the case of Loans collateralized by non-cash Collateral, the Market Value of such Collateral on the Return Date. Market Value shall be determined by the Bank in accordance with the applicable Securities Borrowing Agreement, including the computation of dollar equivalents where Loaned Securities and/or Collateral (and Proceeds) are denominated in a currency other than U.S. dollars. Cash Collateral and non-cash Collateral have each been allocated to a particular Loan as of the Return Date, the Difference payable shall be computed in accordance with the foregoing as if there had been two Loans in effect on the Return Date, the first reflecting that fraction of non-cash Collateral to total Collateral, and the second reflecting that fraction of cash Collateral to total Collateral. lieu of paying the Difference, the Bank may, at its sole

option and expense, purchase for account of the Lender replacement Securities of the same issue, class, type and series as that of the Loaned Securities.

- (b) The Bank will notify the Lender as promptly as practicable under the circumstances of the Borrower's failure or refusal to return the Loaned Securities.
- (c) In no event will the Bank be liable to the Lender under this indemnity for any amount in addition to the amount computed in accordance with subparagraph (a) of this paragraph 5.
- (d) Upon the Bank's crediting or paying the amounts required pursuant to subparagraph (a) of this paragraph 5, the Lender agrees that the Bank is and will remain subrogated to all of the Lender's rights under the Securities Borrowing Agreement or otherwise (to the extent of such credit or payment) including, but not limited to, the Lender's rights with respect to the Loaned Securities and Distributions paid or payable thereon, and Collateral and any earnings and distributions paid or payable in connection therewith, without the execution of any documents or the giving of any notice.
- (e) The Lender agrees to execute and deliver to the Bank such further documents and to otherwise fully cooperate with the Bank to give effect to the Bank's rights of subrogation hereunder.

- (f) Except as specifically set forth above, the Bank shall have no duty or obligation to take any action to effect payment by a Borrower of any amounts owed by such Borrower or the return of any Securities borrowed by the Borrower pursuant to the Securities Loan Agreement.
- (g) The Bank may terminate the provisions of this paragraph 5 with respect to any Borrower at any time by delivery of a notice to the Lender specifying a termination date not earlier than the date of receipt of such notice by the Lender. No such termination shall be effective with respect to any then existing rights of either party under this paragraph 5 or any outstanding Loans of Securities entered into prior to the specified termination date.

ARTICLE V.

CONCERNING BANK

- 1. Standard of Care; Reimbursement. Bank shall be liable for any costs, expenses, damages, liabilities or claims (including attorneys' and accountants' fees) incurred by Lender arising out of the negligence, bad faith, or willful misconduct of Bank.
- 2. <u>Obligation to Inquire</u>. The Bank shall use reasonable care commensurate with its expertise when lending Securities of the Lender, accepting Collateral from the Borrower for the Lender, and investing the Collateral in approved investments pursuant to the terms of this Agreement.

- Warranties. Provided that it acts with reasonable care commensurate with its expertise, Bank shall be entitled to rely upon an audited statement of financial condition that is not over twelve months old and representations and warranties made by Borrowers, and Bank shall not be liable for any loss or damage suffered as a result of such reasonable reliance.
- 4. <u>Pricing Services</u>. Bank is authorized to utilize any recognized pricing information service in order to perform its valuation responsibilities with respect to Loaned Securities, Collateral, and Approved Investments.
- 5. Agent's Fee. In connection with each Loan hereunder, Lender shall pay to Bank a fee equal to 30% of (a) net realized income derived from Approved Investments, plus (b) any Securities Loan Fee paid by the Borrower, minus (c) any Rebate paid by Bank to the Borrower. Bank is authorized, on a monthly basis, to charge its fee and any other amounts owed by Lender hereunder against the Account and/or Collateral Account.
- 6. Reliance on Certificates and Instructions. Bank shall be entitled to rely upon any Certificate, Written or Oral Instruction actually received by Bank from an Authorized Person. Lender agrees to forward to Bank Written Instructions confirming Oral Instructions in such manner that such Written Instructions are received by Bank by the close of business of the same day that such Oral Instructions are given to Bank. Nonreceipt of such confirming Written Instructions or that contrary

instructions are received by Bank shall in no way affect the validity or enforceability of the transactions actually authorized by Lender.

- 7. <u>Disclosure of Account Information</u>. It is understood and agreed that Bank is authorized to supply any information regarding the Account or Collateral Account which is required by any statute, regulation, rule or order now or hereafter in effect.
- 8. <u>Statements</u>. Bank will at least monthly furnish Lender with statements relating to Loans hereunder.
- 9. Force Majeure. Bank shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; loss or malfunctions not due to Bank's act or omission of utilities, transportation, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or after Bank makes good faith effort, inability to obtain labor, material, equipment or transportation.
- 10. <u>No Implied Duties</u>. Bank and Lender shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement,

and no covenant or obligation shall be implied against Bank or Lender in connection with this Agreement.

ARTICLE VI.

TERMINATION

This Agreement may be terminated at any time by either party upon delivery to the other party of a written notice specifying the date of such termination, which shall be not less than one day after the date of receipt of such notice. Notwithstanding any such notice, this agreement shall continue in full force and effect with respect to all Loans outstanding on the date of termination.

ARTICLE VII.

MISCELLANEOUS

- 1. Exclusivity. Lender agrees that it shall not enter into any other agreement with any third party whereby such third party is permitted to make loans on behalf of Lender of Securities held by Bank from time to time.
- 2. <u>Certificates</u>. Lender agrees to furnish to Bank a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, Bank shall be fully protected in acting upon Oral Instructions or signatures of the present Authorized persons.

3. Notices.

- (a) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Bank, shall be sufficiently given if addressed to Bank and 127 Public Square received by it at its office at Clevelard, of 44114, attention:

 | Bill Aller | , or at such other place as Bank may from time to time designate in writing.
- (b) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Lender shall be sufficiently given if addressed to Lender and received at the Office of the State Treasurer, Room 102, Statehouse, Boise, Idaho 83720, Attention: Investment Manager, or at such other place as Lender may from time to time designate in writing.
- 4. <u>Cumulative Rights and No Waiver</u>. Each and every right granted to Bank and Lender hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of Bank or Lender to exercise, and no delay in exercising, any right will operate as a waiver thereof, nor will any partial exercise by Bank or Lender of any right preclude any other or future exercise thereof or the exercise of any other right.
- 5. <u>Severability</u>. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of

the remaining provisions or obligations shall not in any way be affected or impaired thereby, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

- 6. Agreement. This instrument constitutes the entire agreement between the parties hereto. No other agreements, oral or written, nor any communications between these parties concerning the subject matter of this agreement shall supersede this agreement. No other agreements or understanding related to the subject matter of this agreement exists between the Bank and the Lender except as expressly stated in this instrument. This Agreement may not be amended or modified in any manner except by a written agreement executed by both parties.
- 7. <u>Successors and Assigns</u>. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by either party without the written consent of the other.
- 8. Governing Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Idaho, without regard to conflict of laws principles thereof. Bank hereby consents to the jurisdiction of a state or federal court situated in Idaho in connection with any dispute arising hereunder.

- 9. <u>No Third Party Beneficiaries</u>. In performing hereunder, Bank is acting solely on behalf of Lender and no contractual or service relationship shall be deemed to be established hereby between Bank and any other person.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one agreement pursuant to article VII, paragraph 6.
- 11. SIPA NOTICE. THE PROVISIONS OF THE SECURITIES INVESTOR PROTECTION ACT OF 1970 MAY NOT PROTECT LENDER WITH RESPECT TO LOANS HEREUNDER AND, THEREFORE, THE COLLATERAL DELIVERED TO BANK AS AGENT FOR LENDER MAY CONSTITUTE THE ONLY SOURCE OF SATISFACTION OF A BORROWER'S OBLIGATION IN THE EVENT SUCH BORROWER FAILS TO RETURN THE LOANED SECURITIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officers, thereunto duly authorized, as of the day and year first above written.

LENDER:	BANK: Key Trust Company of Ohio, N.A
IDAHO STATE TREASURER	Print. May were company of the
By: Kon & Crane	By: Willin R. all
Title: STATE TREASURER	Title: SVP
Date:	Date: 1/27/2020
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	1/27/2000

KEY SECURITIES LENDING

Cash Collateral Investment Practices for State of Idaho, Idle Funds

Qualified Investment Instruments:

All issuers must be approved by Key Asset Management's Fixed Income Research Department. The Research Department will maintain a listing of all eligible issuers that can be utilized for direct purchases by the Securities Lending Department. From this list of issuers, the Securities Lending Department may invest in the following products:

A.		Market Instruments	Υ	N
	(1)	Repurchase Agreements	,	
		US Governments	•	
		US Agencies	1	
		Commercial Paper (A1/P1)	1	
		Commercial Paper (A2/P2)		1
		Corporate Bonds (>A)	1	
		Corporate Bonds (>BBB)		1
		Corporate Bonds (High Yield)		1
				,
		Equities (S&P 500)		
		Equities (Russell 2000)		1
		Asset Backed Securities (AAA)	1	
	(2)	Commercial Paper (A1/P1)		

- (3) Bank Deposits (A1/P1) (not permitted)
- B. Obligations of any issuer unconditionally guaranteed as to principal and interest by the United States of America.
- C. Obligations of Agencies or Instrumentalities of the United States to include:
 - (1) Federal National Mortgage Association
 - (2) Federal Home Loan Banks
 - (3) Federal Farm Credit Banks
 - (4) Government National Mortgage Association
 - (5) Student Loan Marketing Association
 - (6) Federal Home Loan Mortgage Corporation
- D. Corporate obligations rated A or better by Standard & Poor's or A2 or better by Moody's. This may include medium term notes, floating rate notes, and putable notes.
- E. AAA rated Asset-Backed Securities
- GICs and Funding Agreements from issuers rated A or better. (not permitted)
- G. Shares in short-term externally managed Money Market Funds.

Notes:

Inverse floaters or instruments that have an interest rate that is leveraged greater than 1:1 are not acceptable investment instruments.

For variable rate or floating rate instruments, the reset date of the instrument must approximate the reset date of the loan.

Diversification Guidelines

I. Unsecured Investments -- Marketable:

Maturity Guideline Maximum \$ by Issuer 3 year final, or 3 year putable to Issuer 10% of Cash Collateral Portfolio

II. Unsecured Investments -- Non-Marketable:

Maturity Guideline Maximum \$ by Issuer 90 day final, or 90 day putable to Issuer 10% of Cash Collateral Portfolio

III. Fully Collateralized Investments -- Repo:

Maturity Guideline Maximum \$ by Dealer 90 day final 20% of Cash Collateral Portfolio