

CUSTODY ACCOUNT AGREEMENT

This Custody Account Agreement is entered into this first day of November, 2005 by and between the *Treasurer of the State of Oklahoma* (hereinafter known as "Principal") and Bank of Oklahoma, N.A. (hereinafter known as "Custodian"). For purposes of the records of the Custodian, this Account shall be named the "State of Oklahoma Unclaimed Property Account."

ARTICLE I

1. Principal has delivered or will cause to be delivered to Custodian those assets described on the attached Schedule A. Principal may hereafter and from time to time deliver or assign to Custodian other assets subject to acceptance by Custodian.

2. Custodian will render custodial supervision over all properties delivered to it pursuant to this agreement. Custodian, upon direction from Principal or any Authorized Person as described herein, will place orders for the purchase or sale of securities, provided Custodian is assured sufficient funds are available to this Custody Account to timely complete such purchases. All purchases and sales of securities on behalf of the Custody Account shall be settled on a delivery versus payment basis and the Custodian shall retain custody of all Custody Account assets.

3. Principal shall provide Custodian instructions which indicate the person or persons authorized (an "Authorized Person") on behalf of Principal to direct Custodian with respect to actions directed to or affecting assets held under this Agreement. Custodian may conclusively rely upon any instructions of such Authorized Person which they reasonably believe to be genuine, correct and to be signed, sent, or made by an Authorized Person, until instructions revoking the authority of such person are received. Any direction, instruction or authorization which the Principal is authorized or required to make pursuant to this Agreement, including but not limited to the designation of an Authorized Person, will be deemed effective upon the Custodian receiving, in writing, directions which the Custodian reasonably believes have been executed by an Authorized Party.

ARTICLE II

1. Custodian shall be under no obligation to review the assets of this Custody Account or to make recommendations to Principal as to their retention, purchase, sale, or exchange unless provided for in a separate written agreement between the parties. Custodian shall endeavor to deliver to Principal any information and election forms with regard to Stock Dividends, Rights to Subscribe, Plans for Reorganization, or Offers to Purchase or Exchange, but Custodian will take action on such matters only at the direction of the Principal.

2. Custodian shall not be required to furnish Principal notification of securities transactions which comply with Part 12 of the Code of Federal Regulations (12 CFR 12) as amended from time to time. In lieu of such 12 CFR 12 notification, the Principal shall receive securities transaction advices directly from the registered broker executing such transaction or from the Custodian in the format then in general use by the Custodian. Principal acknowledges it may, at any time, require Custodian to provide notification pursuant to 12CFR 12 at no additional cost to the Principal.

3. Principal acknowledges it has certain rights under Rule 14b-1(c) of the Securities and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990 and

instructs Custodian to not release the name and address of the Principal to any party requesting such information.

ARTICLE III

1. Custodian shall safekeep all assets; collect income and the proceeds of sales, maturities, and redemptions; distribute net income and principal (in cash or in kind) as directed by Principal; and provide Principal with periodic accounting statements.

2. Custodian shall not retain funds in an uninvested form and, in the absence of alternative direction from Principal, shall invest such balances in the American Performance Cash Management Fund, a registered investment company for which the Custodian serves as investment adviser and administrator. Principal acknowledges (i) receipt of a current prospectus of the American Performance Cash Management Fund and (ii) that Custodian and/or its affiliate receives a fee for services rendered to the American Performance Cash Management Fund.

ARTICLE IV

1. Custodian will not be liable for loss arising from any action taken in good faith pursuant to any communication it reasonably believes to be from the Principal or its duly appointed representative regardless of the form of communication. Without limiting the generality of the foregoing, communications may be by personal or telephonic conversation, by letter, by electronic transmission (facsimile), or other reasonable means. Principal may, from time to time, designate individuals and procedures by which directions are given to Custodian. Custodian is not to be accountable for errors of judgment, but only for its willful negligence, default or misuse. Custodian and Principal agree any provision of the agreement which is a limitation of Custodian's liability shall be enforceable only to the extent permitted by Oklahoma Law.

2. Custodian shall not be responsible for the preparation of income tax returns nor for any other tax returns nor for payment of taxes.

3. All securities subject to this Agreement may be held in the name of the Custodian's nominee, but Custodian shall be liable for any actions or failure to act by Custodian's nominee to the same extent that the Custodian itself is liable under the terms of this Agreement.

4. Custodian shall receive for its services an annual fee in accordance with the fee schedule set forth in the attached Exhibit B. Custodian shall calculate fees based on this schedule at each calendar quarter end and submit an invoice for payment to Principal. Principal agrees to promptly remit payment.

5. All questions of law and interpretation involving this Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma. Venue of any action arising under this Agreement shall be in the State and Federal courts located in Oklahoma City, Oklahoma.

6. Any designation of the Custodian or Principal in this Agreement shall include its successor.

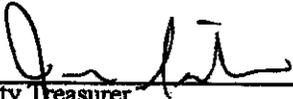
7. The terms of this Custody Account may be amended or modified in writing by the mutual consent of the parties hereto and may be terminated at any time by either party upon thirty (30) days written notice. Upon its termination, and payment of all sums due Custodian, the property held in the account shall be distributed to the Principal.

8. The federal taxpayer identification number of the Principal is 736017987

EXECUTED in Oklahoma City, Oklahoma, this 18th day of October, 2005.

Principal

Oklahoma State Treasurer

By: 

Its Deputy Treasurer

Mailing Address: Unclaimed Property Division

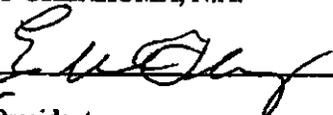
4545 North Lincoln Blvd., Ste 106

Oklahoma City, OK 73105

Facsimile Number: 405.521.4273

Bank of Oklahoma, N.A., Custodian

BANK OF OKLAHOMA, N.A.

By: 

Its Vice-President

9520 N. May Avenue
Oklahoma City, OK 73120

FAX: (405) 936-3991



APPENDIX A

**STATEMENT OF CHARGES
CUSTODY, ACCOUNTING, AND BROKERAGE
SERVICES FOR UNCLAIMED SECURITIES**

The Statement of Charges for Custody, Accounting, and Brokerage Services represents the offeror's fee schedule. Please complete each line on the Statement of Charges, as it relates to the objectives of the RFP. This is a requirement. Any charge for services not addressed in the Statement of Charges will not be allowed in the course of the Contract.

Statement of Fees to be Charged:	<u>FEE RATE</u>	<u>UNIT PRICE</u>
Basic Administration Fee (DTC Eligible Issues Held, Per Year)	\$25.00	_____
Basic Administration Fee (Physical Issues Held, Per Year)	\$35.00	_____
Basic Administration Fee (Fed Eligible Issues Held, Per Year)	\$25.00	_____
Administration Fee – per transfer (DTC): In	\$10.00	_____
Administration Fee – per transfer (DTC): Out	\$15.00	_____
Administration Fee – per transfer other (Physical): In....	\$35.00	_____
Administration Fee – per transfer other (Physical): Out.	\$35.00	_____
Administration Fee – per transfer other (Fed): In.....	\$10.00	_____
Administration Fee – per transfer other (Fed): Out.....	\$15.00	_____
Administration Fee – per item (DRS/Book Share)	\$15.00	_____
Research Fees: Per Cusip, Per Event – includes worthless Securities	\$20.00	_____
Report Fees: Per Month.....	INCLUDED	_____
Sale of Securities – Commissions: Per Share.....	\$0.05	_____
Sale of DRS/Book Shares – Handling: Per item	\$15.00	_____
Sale of Securities: DTC, Per Trade Settled.....	\$10.00	_____
Sale of Securities: Physical, Per Trade Settled.....	\$35.00	_____
Sale of Securities: Fed, Per Trade Settled.....	\$10.00	_____
Other: Corporate Actions – DTC	\$20.00	_____
Other: Corporate Actions – Physical	\$40.00	_____
Other: DRS/Book Share Income Processing (per item)	\$10.00	_____