

BLACKROCK MUNIYIELD QUALITY FUND II, INC.  
Form 40-17G  
December 04, 2013

Skadden, Arps, Slate, Meagher & Flom llp

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NEW YORK 10036-6522

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December 4, 2013

VIA EDGAR  
Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549

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BEIJING  
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SHANGHAI  
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TORONTO  
VIENNA

Re: Rule 17g-1 Filing For Registered Investment Companies Listed on Annex A  
Advised by BlackRock Advisors, LLC or an affiliate

Ladies and Gentlemen:

In accordance with Rule 17g-1(g) of the Investment Company Act of 1940, as amended (the "1940 Act"), enclosed, on behalf of each BlackRock closed-end fund (each, a "Fund" and collectively, the "Funds") listed on Annex A hereto, are the following documents:

- A copy of the Fidelity Bond;
- A copy of the Joint Insured Bond Agreement;
- A copy of the resolutions of the Board of Directors/Trustees (the "Board") of each Fund approving the Joint Fidelity Bond, adopted by a majority of the members of the Board who are not "interested persons" as defined by section 2(a)(19) of the 1940 Act on September 13, 2013; and
- A statement showing the amount of the single insured bond which each Fund would have provided and maintained had it not been named as an insured under the Joint Fidelity Bond.

I have been informed by the Funds that the premiums for the Joint Fidelity Bond have been paid for the period from November 1, 2013 to November 1, 2014 for each Fund.

If you have any questions concerning this filing, please call the undersigned at (212) 735-3637.

Sincerely,

/s/ George Ching  
George Ching

Enclosures

cc: Janey Ahn, Esq.  
Thomas A. DeCapo, Esq.

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## Annex A

1. BlackRock Alternatives Allocation FB Portfolio LLC	--
2. BlackRock Alternatives Allocation FB TEI Portfolio LLC	--
3. BlackRock Alternatives Allocation Master Portfolio LLC	--
4. BlackRock Alternatives Allocation Portfolio LLC	--
5. BlackRock Alternatives Allocation TEI Portfolio LLC	--
6. BlackRock Build America Bond Trust	BBN
7. BlackRock California Municipal 2018 Term Trust	BJZ
8. BlackRock California Municipal Income Trust	BFZ
9. BlackRock Core Bond Trust	BHK
10. BlackRock Corporate High Yield Fund, Inc.	COY
11. BlackRock Corporate High Yield Fund III, Inc.	CYE
12. BlackRock Corporate High Yield Fund V, Inc.	HYV
13. BlackRock Corporate High Yield Fund VI, Inc.	HYT
14. BlackRock Credit Allocation Income Trust	BTZ
15. BlackRock Debt Strategies Fund, Inc.	DSU
16. BlackRock Defined Opportunity Credit Trust	BHL
17. BlackRock Dividend Income Trust	BQY
18. BlackRock EcoSolutions Investment Trust	BQR
19. BlackRock Energy and Resources Trust	BGR
20. BlackRock Enhanced Capital and Income Fund, Inc.	CII
21. BlackRock Enhanced Equity Dividend Trust	BDJ
22. BlackRock Enhanced Government Fund, Inc.	EGF
23. BlackRock Fixed Income Value Opportunities	--
24. BlackRock Floating Rate Income Strategies Fund, Inc.	FRA
25. BlackRock Floating Rate Income Trust	BGT
26. BlackRock Florida Municipal 2020 Term Trust	BFO
27. BlackRock Global Opportunities Equity Trust	BOE
28. BlackRock Health Sciences Trust	BME
29. BlackRock High Income Shares	HIS
30. BlackRock High Yield Trust	BHY
31. BlackRock Income Opportunity Trust, Inc.	BNA
32. BlackRock Income Trust, Inc.	BKT
33. BlackRock International Growth and Income Trust	BGY
34. BlackRock Investment Quality Municipal Trust, Inc.	BKN
35. BlackRock Limited Duration Income Trust	BLW
36. BlackRock Long-Term Municipal Advantage Trust	BTA
37. BlackRock Maryland Municipal Bond Trust	BZM
38. BlackRock Massachusetts Tax-Exempt Trust	MHE
39. BlackRock Multi-Sector Income Trust	BIT
40. BlackRock Muni Intermediate Duration Fund, Inc.	MUI
41. BlackRock Muni New York Intermediate Duration Fund, Inc.	MNE
42. BlackRock MuniAssets Fund, Inc.	MUA
43. BlackRock Municipal 2018 Term Trust	BPK
44. BlackRock Municipal 2020 Term Trust	BKK
45. BlackRock Municipal Bond Investment Trust	BIE
46. BlackRock Municipal Bond Trust	BBK
47. BlackRock Municipal Income Investment Quality Trust	BAF

48.	BlackRock Municipal Income Investment Trust	BBF
49.	BlackRock Municipal Income Quality Trust	BYM
50.	BlackRock Municipal Income Trust	BFK
51.	BlackRock Municipal Income Trust II	BLE
52.	BlackRock Municipal Target Term Trust	BTT

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53. BlackRock MuniEnhanced Fund, Inc.	MEN
54. BlackRock MuniHoldings California Quality Fund, Inc.	MUC
55. BlackRock MuniHoldings Fund, Inc.	MHD
56. BlackRock MuniHoldings Fund II, Inc.	MUH
57. BlackRock MuniHoldings Investment Quality Fund	MFL
58. BlackRock MuniHoldings New Jersey Quality Fund, Inc.	MUJ
59. BlackRock MuniHoldings New York Quality Fund, Inc.	MHN
60. BlackRock MuniHoldings Quality Fund, Inc.	MUS
61. BlackRock MuniHoldings Quality Fund II, Inc.	MUE
62. BlackRock MuniVest Fund, Inc.	MVF
63. BlackRock MuniVest Fund II, Inc.	MVT
64. BlackRock MuniYield Arizona Fund, Inc.	MZA
65. BlackRock MuniYield California Fund, Inc.	MYC
66. BlackRock MuniYield California Quality Fund, Inc.	MCA
67. BlackRock MuniYield Fund, Inc.	MYD
68. BlackRock MuniYield Investment Fund	MYF
69. BlackRock MuniYield Investment Quality Fund	MFT
70. BlackRock MuniYield Michigan Quality Fund, Inc.	MIY
71. BlackRock MuniYield Michigan Quality Fund II, Inc.	MYM
72. BlackRock MuniYield New Jersey Fund, Inc.	MYJ
73. BlackRock MuniYield New Jersey Quality Fund, Inc.	MJI
74. BlackRock MuniYield New York Quality Fund, Inc.	MYN
75. BlackRock MuniYield Pennsylvania Quality Fund	MPA
76. BlackRock MuniYield Quality Fund, Inc.	MQY
77. BlackRock MuniYield Quality Fund II, Inc.	MQT
78. BlackRock MuniYield Quality Fund III, Inc.	MYI
79. BlackRock New Jersey Municipal Bond Trust	BLJ
80. BlackRock New Jersey Municipal Income Trust	BNJ
81. BlackRock New York Municipal 2018 Term Trust	BLH
82. BlackRock New York Municipal Bond Trust	BQH
83. BlackRock New York Municipal Income Quality Trust	BSE
84. BlackRock New York Municipal Income Trust	BNY
85. BlackRock New York Municipal Income Trust II	BFY
86. The BlackRock Pennsylvania Strategic Municipal Trust	BPS
87. BlackRock Preferred Partners LLC	--
88. BlackRock Real Asset Equity Trust	BCF
89. BlackRock Resources & Commodities Strategy Trust	BCX
90. BlackRock Senior High Income Fund, Inc.	ARK
91. BlackRock Strategic Bond Trust	BHD
92. BlackRock Utility and Infrastructure Trust	BUI
93. BlackRock Virginia Municipal Bond Trust	BHV
94. The BlackRock Strategic Municipal Trust	BSD

JOINT FIDELITY BOND

[See Attached Exhibit]

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DECLARATIONS

Chubb Group of Insurance Companies  
 15 Mountain View Road, Warren, New Jersey  
 07059

FINANCIAL INSTITUTION INVESTMENT  
 COMPANY ASSET PROTECTION BOND

NAME OF ASSURED (including its Subsidiaries):

Bond Number: 82126651

BLACKROCK CLOSED-END COMPLEX

FEDERAL INSURANCE COMPANY

40 E 52ND STREET  
 NEW YORK, NY 10022

Incorporated under the laws of Indiana  
 a stock insurance company herein called the  
 COMPANY

Capital Center, 251 North Illinois, Suite 1100  
 Indianapolis, IN 46204-1927

ITEM 1. BOND PERIOD:	from	12:01 a.m. on	November 1, 2013
	to	12:01 a.m. on	November 1, 2014

ITEM 2. LIMITS OF LIABILITY--DEDUCTIBLE AMOUNTS:

If "Not Covered" is inserted below opposite any specified INSURING CLAUSE, such INSURING CLAUSE and any other reference shall be deemed to be deleted. There shall be no deductible applicable to any loss under INSURING CLAUSE 1. sustained by any Investment Company.

INSURING CLAUSE	LIMIT OF LIABILITY	DEDUCTIBLE AMOUNT
1. Employee	\$ 68,125,000	\$ 0
2. On Premises	\$ 68,125,000	\$ 25,000
3. In Transit	\$ 68,125,000	\$ 25,000
4. Forgery or Alteration	\$ 68,125,000	\$ 25,000
5. Extended Forgery	\$ 68,125,000	\$ 25,000
6. Counterfeit Money	\$ 68,125,000	\$ 25,000
7. Threats to Person	\$ Not Covered	\$ N/A
8. Computer System	\$ 68,125,000	\$ 25,000
9. Voice Initiated Funds Transfer Instruction	\$ 68,125,000	\$ 25,000
10. Uncollectible Items of Deposit	\$ 68,125,000	\$ 25,000
11. Audit Expense	\$ 100,000	\$ 5,000
12. Telefacsimile Transfer Fund	\$ 68,125,000	\$ 5,000
13. Extended Computer Systems	\$ 68,125,000	\$ 25,000
14. Automated Telephone Transaction	\$ 68,125,000	\$ 25,000
15. Unauthorized Signature	\$ 100,000	\$ 5,000

16.	Claims Expense	\$	100,000	\$	5,000
17.	Stop Payment	\$	25,000	\$	1,000

ITEM THE LIABILITY OF THE COMPANY IS ALSO SUBJECT TO THE TERMS OF THE  
3. FOLLOWING ENDORSEMENTS EXECUTED SIMULTANEOUSLY HEREWITH:

1 - 13

IN WITNESS WHEREOF, THE COMPANY has caused this Bond to be signed by its authorized officers, but it shall not be valid unless also signed by an authorized representative of the Company.

The COMPANY, in consideration of payment of the required premium, and in reliance on the APPLICATION and all other statements made and information furnished to the COMPANY by the ASSURED, and subject to the DECLARATIONS made a part of this Bond and to all other terms and conditions of this Bond, agrees to pay the ASSURED for:

Insuring Clauses

- |             |    |  |
|-------------|----|--|
| Employee    | 1. | Loss resulting directly from Larceny or Embezzlement committed by any Employee, alone or in collusion with others.   |
| On Premises | 2. | Loss of Property resulting directly from robbery, burglary, false pretenses, common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage, destruction or removal, from the possession, custody or control of the ASSURED, while such Property is lodged or deposited at premises located anywhere.   |
| In Transit  | 3. | <p>Loss of Property resulting directly from common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage or destruction, while the Property is in transit anywhere:</p> <ul style="list-style-type: none"><li>a. in an armored motor vehicle, including loading and unloading thereof,</li><li>b. in the custody of a natural person acting as a messenger of the ASSURED, or</li><li>c. in the custody of a Transportation Company and being transported in a conveyance other than an armored motor vehicle provided, however, that covered Property transported in such manner is limited to the following:<ul style="list-style-type: none"><li>(1) written records,</li><li>(2) securities issued in registered form, which are not endorsed or are restrictively endorsed, or</li><li>(3) negotiable instruments not payable to bearer, which are not endorsed or are restrictively endorsed.</li></ul></li></ul> |

Coverage under this INSURING CLAUSE begins immediately on the receipt of such Property by the natural person or Transportation Company and ends immediately on delivery to the premises of the addressee or to any representative of the addressee located anywhere.

ICAP Bond (5-98)  
Form 17-02-1421 (Ed. 5-98)

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Insuring Clauses (continued)

Forgery Or Alteration

4. Loss resulting directly from:
- a. Forgery on, or fraudulent material alteration of, any bills of exchange, checks, drafts, acceptances, certificates of deposits, promissory notes, due bills, money orders, orders upon public treasuries, letters of credit, other written promises, orders or directions to pay sums certain in money, or receipts for the withdrawal of Property, or
  - b. transferring, paying or delivering any funds or other Property, or establishing any credit or giving any value in reliance on any written instructions, advices or applications directed to the ASSURED authorizing or acknowledging the transfer, payment, delivery or receipt of funds or other Property, which instructions, advices or applications fraudulently purport to bear the handwritten signature of any customer of the ASSURED, or shareholder or subscriber to shares of an Investment Company, or of any financial institution or Employee but which instructions, advices or applications either bear a Forgery or have been fraudulently materially altered without the knowledge and consent of such customer, shareholder, subscriber, financial institution or Employee;

excluding, however, under this INSURING CLAUSE any loss covered under INSURING CLAUSE 5. of this Bond, whether or not coverage for INSURING CLAUSE 5. is provided for in the DECLARATIONS of this Bond.

For the purpose of this INSURING CLAUSE, a mechanically reproduced facsimile signature is treated the same as a handwritten signature.

Extended Forgery

5. Loss resulting directly from the ASSURED having, in good faith, and in the ordinary course of business, for its own account or the account of others in any capacity:
- a. acquired, accepted or received, accepted or received, sold or delivered, or given value, extended credit or assumed liability, in reliance on any original Securities, documents or other written instruments which prove to:
    - (1) bear a Forgery or a fraudulently material alteration,
    - (2) have been lost or stolen, or
    - (3) be Counterfeit, or

- b. guaranteed in writing or witnessed any signatures on any transfer, assignment, bill of sale, power of attorney, guarantee, endorsement or other obligation upon or in connection with any Securities, documents or other written instruments.

Actual physical possession, and continued actual physical possession if taken as collateral, of such Securities, documents or other written instruments by an Employee, Custodian, or a Federal or State chartered deposit institution of the ASSURED is a condition precedent to the ASSURED having relied on such items. Release or return of such collateral is an acknowledgment by the ASSURED that it no longer relies on such collateral.

Insuring Clauses

Extended Forgery (continued) For the purpose of this INSURING CLAUSE, a mechanically reproduced facsimile signature is treated the same as a handwritten signature.

Counterfeit Money 6. Loss resulting directly from the receipt by the ASSURED in good faith of any Counterfeit money.

Threats To Person 7. Loss resulting directly from surrender of Property away from an office of the ASSURED as a result of a threat communicated to the ASSURED to do bodily harm to an Employee as defined in Section 1.e. (1), (2) and (5), a Relative or invitee of such Employee, or a resident of the household of such Employee, who is, or allegedly is, being held captive provided, however, that prior to the surrender of such Property:

a. the Employee who receives the threat has made a reasonable effort to notify an officer of the ASSURED who is not involved in such threat, and

b. the ASSURED has made a reasonable effort to notify the Federal Bureau of Investigation and local law enforcement authorities concerning such threat.

It is agreed that for purposes of this INSURING CLAUSE, any Employee of the ASSURED, as set forth in the preceding paragraph, shall be deemed to be an ASSURED hereunder, but only with respect to the surrender of money, securities and other tangible personal property in which such Employee has a legal or equitable interest.

Computer System 8. Loss resulting directly from fraudulent:

a. entries of data into, or

b. changes of data elements or programs within,

a Computer System, provided the fraudulent entry or change causes:

(1) funds or other property to be transferred, paid or delivered,

(2) an account of the ASSURED or of its customer to be added, deleted, debited or credited, or

(3) an unauthorized account or a fictitious account to be debited or credited.

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ICAP Bond (5-98)  
Form 17-02-1421 (Ed. 5-98)

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Insuring  
Clauses  
(continued)

- Voice Initiated Funds Transfer Instruction
9. Loss resulting directly from Voice Initiated Funds Transfer Instruction directed to the ASSURED authorizing the transfer of dividends or redemption proceeds of Investment Company shares from a Customer's account, provided such Voice Initiated Funds Transfer Instruction was:
- a. received at the ASSURED'S offices by those Employees of the ASSURED specifically authorized to receive the Voice Initiated Funds Transfer Instruction,
  - b. made by a person purporting to be a Customer, and
  - c. made by said person for the purpose of causing the ASSURED or Customer to sustain a loss or making an improper personal financial gain for such person or any other person.

In order for coverage to apply under this INSURING CLAUSE, all Voice Initiated Funds Transfer Instructions must be received and processed in accordance with the Designated Procedures outlined in the APPLICATION furnished to the COMPANY.

- Uncollectible Items of Deposit
10. Loss resulting directly from the ASSURED having credited an account of a customer, shareholder or subscriber on the faith of any Items of Deposit which prove to be uncollectible, provided that the crediting of such account causes:
- a. redemptions or withdrawals to be permitted,
  - b. shares to be issued, or
  - c. dividends to be paid,

from an account of an Investment Company.

In order for coverage to apply under this INSURING CLAUSE, the ASSURED must hold Items of Deposit for the minimum number of days stated in the APPLICATION before permitting any redemptions or withdrawals, issuing any shares or paying any dividends with respect to such Items of Deposit.

Items of Deposit shall not be deemed uncollectible until the ASSURED'S standard collection procedures have failed.

- Audit Expense
11. Expense incurred by the ASSURED for that part of the cost of audits or examinations required by any governmental regulatory authority or self-regulatory organization to be conducted by such

authority, organization or their appointee by reason of the discovery of loss sustained by the ASSURED and covered by this Bond.

General  
Agreements

Additional  
Companies  
Included As  
Assured

A. If more than one corporation, or Investment Company, or any combination of them is included as the ASSURED herein:

- (1) The total liability of the COMPANY under this Bond for loss or losses sustained by any one or more or all of them shall not exceed the limit for which the COMPANY would be liable under this Bond if all such loss were sustained by any one of them.
- (2) Only the first named ASSURED shall be deemed to be the sole agent of the others for all purposes under this Bond, including but not limited to the giving or receiving of any notice or proof required to be given and for the purpose of effecting or accepting any amendments to or termination of this Bond. The COMPANY shall furnish each Investment Company with a copy of the Bond and with any amendment thereto, together with a copy of each formal filing of claim by any other named ASSURED and notification of the terms of the settlement of each such claim prior to the execution of such settlement.
- (3) The COMPANY shall not be responsible for the proper application of any payment made hereunder to the first named ASSURED.
- (4) Knowledge possessed or discovery made by any partner, director, trustee, officer or supervisory employee of any ASSURED shall constitute knowledge or discovery by all the ASSUREDS for the purposes of this Bond.
- (5) If the first named ASSURED ceases for any reason to be covered under this Bond, then the ASSURED next named on the APPLICATION shall thereafter be considered as the first named ASSURED for the purposes of this Bond.

B.

Representation  
Made By  
Assured

The ASSURED represents that all information it has furnished in the APPLICATION for this Bond or otherwise is complete, true and correct. Such APPLICATION and other information constitute part of this Bond.

The ASSURED must promptly notify the COMPANY of any change in any fact or circumstance which materially affects the risk assumed by the COMPANY under this Bond.

Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in the APPLICATION or otherwise, shall be grounds for rescission of this Bond.

General  
Agreements  
(continued)

Additional  
Offices Or  
Employees -  
Consolidation,  
Merger Or  
Purchase Or  
Acquisition Of  
Assets Or  
Liabilities -  
Notice To  
Company

C. If the ASSURED, other than an Investment Company, while this Bond is in force, merges or consolidates with, or purchases or acquires assets or liabilities of another institution, the ASSURED shall not have the coverage afforded under this Bond for loss which has:

- (1) occurred or will occur on premises, or
- (2) been caused or will be caused by an employee, or
- (3) arisen or will arise out of the assets or liabilities,

of such institution, unless the ASSURED:

- a. gives the COMPANY written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action, and
- b. obtains the written consent of the COMPANY to extend some or all of the coverage provided by this Bond to such additional exposure, and
- c. on obtaining such consent, pays to the COMPANY an additional premium.

Change Of  
Control -  
Notice To  
Company

D. When the ASSURED learns of a change in control (other than in an Investment Company), as set forth in Section 2(a) (9) of the Investment Company Act of 1940, the ASSURED shall within sixty (60) days give written notice to the COMPANY setting forth:

- (1) the names of the transferors and transferees (or the names of the beneficial owners if the voting securities are registered in another name),
- (2) the total number of voting securities owned by the transferors and the transferees (or the beneficial owners), both immediately before and after the transfer, and
- (3) the total number of outstanding voting securities.

Failure to give the required notice shall result in termination of coverage for any loss involving a transferee, to be effective on the date of such change in control.

Court Costs And Attorneys' Fees E. The COMPANY will indemnify the ASSURED for court costs and reasonable attorneys' fees incurred and paid by the ASSURED in defense, whether or not successful, whether or not fully litigated on the merits and whether or not settled, of any claim, suit or legal proceeding with respect to which the ASSURED would be entitled to recovery under this Bond. However, with respect to INSURING CLAUSE 1., this Section shall only apply in the event that:

- (1) an Employee admits to being guilty of Larceny or Embezzlement,
- (2) an Employee is adjudicated to be guilty of Larceny or Embezzlement, or

General  
Agreements

Court Costs  
And Attorneys'  
Fees  
(continued)

(3)

in the absence of 1 or 2 above, an arbitration panel agrees, after a review of an agreed statement of facts between the COMPANY and the ASSURED, that an Employee would be found guilty of Larceny or Embezzlement if such Employee were prosecuted.

The ASSURED shall promptly give notice to the COMPANY of any such suit or legal proceeding and at the request of the COMPANY shall furnish copies of all pleadings and pertinent papers to the COMPANY. The COMPANY may, at its sole option, elect to conduct the defense of all or part of such legal proceeding. The defense by the COMPANY shall be in the name of the ASSURED through attorneys selected by the COMPANY. The ASSURED shall provide all reasonable information and assistance as required by the COMPANY for such defense.

If the COMPANY declines to defend the ASSURED, no settlement without the prior written consent of the COMPANY nor judgment against the ASSURED shall determine the existence, extent or amount of coverage under this Bond.

If the amount demanded in any such suit or legal proceeding is within the DEDUCTIBLE AMOUNT, if any, the COMPANY shall have no liability for court costs and attorney's fees incurred in defending all or part of such suit or legal proceeding.

If the amount demanded in any such suit or legal proceeding is in excess of the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS for the applicable INSURING CLAUSE, the COMPANY'S liability for court costs and attorney's fees incurred in defending all or part of such suit or legal proceedings is limited to the proportion of such court costs and attorney's fees incurred that the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS for the applicable INSURING CLAUSE bears to the total of the amount demanded in such suit or legal proceeding.

If the amount demanded in any such suit or legal proceeding is in excess of the DEDUCTIBLE AMOUNT, if any, but within the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS for the applicable INSURING CLAUSE, the COMPANY'S liability for court costs and attorney's fees incurred in defending all or part of such suit or legal proceedings shall be limited to the proportion of such court costs or attorney's fees that the amount demanded that would be payable under this Bond after application of the DEDUCTIBLE AMOUNT, bears to the total amount demanded.

Amounts paid by the COMPANY for court costs and attorneys' fees shall be in addition to the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS.

Conditions  
And  
Limitations

Definitions

1. As used in this Bond:

- a. Computer System means a computer and all input, output, processing, storage, off-line media libraries, and communication facilities which are connected to the computer and which are under the control and supervision of the operating system(s) or application(s) software used by the ASSURED.
- b. Counterfeit means an imitation of an actual valid original which is intended to deceive and be taken as the original.
- c. Custodian means the institution designated by an Investment Company to maintain possession and control of its assets.
- d. Customer means an individual, corporate, partnership, trust customer, shareholder or subscriber of an Investment Company which has a written agreement with the ASSURED for Voice Initiated Funds Transfer Instruction.
- e. Employee means:
  - (1) an officer of the ASSURED,
  - (2) a natural person while in the regular service of the ASSURED at any of the ASSURED'S premises and compensated directly by the ASSURED through its payroll system and subject to the United States Internal Revenue Service Form W-2 or equivalent income reporting plans of other countries, and whom the ASSURED has the right to control and direct both as to the result to be accomplished and details and means by which such result is accomplished in the performance of such service,
  - (3) a guest student pursuing studies or performing duties in any of the ASSURED'S premises,
  - (4) an attorney retained by the ASSURED and an employee of such attorney while either is performing legal services for the ASSURED,
  - (5)

a natural person provided by an employment contractor to perform employee duties for the ASSURED under the ASSURED'S supervision at any of the ASSURED'S premises,

(6) an employee of an institution merged or consolidated with the ASSURED prior to the effective date of this Bond,

(7) a director or trustee of the ASSURED, but only while performing acts within the scope of the customary and usual duties of any officer or other employee of the ASSURED or while acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to Property of the ASSURED, or

Conditions  
And  
Limitations

Definitions  
(continued)

- (8) each natural person, partnership or corporation authorized by written agreement with the ASSURED to perform services as electronic data processor of checks or other accounting records related to such checks but only while such person, partnership or corporation is actually performing such services and not:
- a. creating, preparing, modifying or maintaining the ASSURED'S computer software or programs, or
  - b. acting as transfer agent or in any other agency capacity in issuing checks, drafts or securities for the ASSURED,
- (9) any partner, officer or employee of an investment advisor, an underwriter (distributor), a transfer agent or shareholder accounting recordkeeper, or an administrator, for an Investment Company while performing acts coming within the scope of the customary and usual duties of an officer or employee of an Investment Company or acting as a member of any committee duly elected or appointed to examine, audit or have custody of or access to Property of an Investment Company.

The term Employee shall not include any partner, officer or employee of a transfer agent, shareholder accounting recordkeeper or administrator:

- a. which is not an "affiliated person" (as defined in Section 2(a) of the Investment Company Act of 1940) of an Investment Company or of the investment advisor or underwriter (distributor) of such Investment Company, or
- b. which is a "bank" (as defined in Section 2(a) of the Investment Company Act of 1940).

This Bond does not afford coverage in favor of the employers of persons as set forth in e. (4), (5) and (8) above, and upon payment to the ASSURED by the COMPANY resulting directly from Larceny or Embezzlement committed by any of the partners, officers or employees of such employers, whether acting alone or in collusion with others, an assignment of such of the ASSURED'S rights and causes of action as it may have against such employers by reason of such acts so committed shall, to the extent of such payment, be given by the ASSURED to the COMPANY, and the ASSURED shall execute all papers necessary to secure to the COMPANY the rights provided for herein.

Each employer of persons as set forth in e.(4), (5) and (8) above and the partners, officers and other employees of such employers shall collectively be deemed to be one person for all the

purposes of this Bond; excepting, however, the fifth paragraph of Section 13.

Independent contractors not specified in e.(4), (5) or (8) above, intermediaries, agents, brokers or other representatives of the same general character shall not be considered Employees.

Conditions  
And Limitations