

VEOLIA ENVIRONNEMENT
Form SC 13D/A
April 08, 2010

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934

(Amendment No. 2)

Veolia Environnement

(Name of Issuer)

Ordinary shares, nominal value €5 per share,
represented by American Depositary Shares (as evidenced by American Depositary Receipts),
each American Depositary Share representing one ordinary share

(Title of Class of Securities)

92334N103

(CUSIP Number)

Groupe Industriel Marcel Dassault	with a copy to:
9, Rond Point des Champs Elysées – Marcel Dassault	Cleary Gottlieb Steen & Hamilton LLP
75008 Paris	12, rue de Tilsitt
France	75008 Paris
+33.1.53.76.93.00	France
Attn: Madame Josée Sulzer	+33.1.40.74.68.00
	Attn: Andrew A. Bernstein

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 29, 2010

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box o.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all

exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAMES OF REPORTING PERSONS

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Groupe Industriel Marcel Dassault, SAS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)*

(b) x

*See text following this table

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Republic of France

NUMBER OF SHARES

7

SOLE VOTING POWER

25,684,699

BENEFICIALLY OWNED BY

8

SHARED VOTING POWER

0

EACH REPORTING PERSON

9

SOLE DISPOSITIVE POWER

25,684,699

WITH

10

SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

25,684,699

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.09

14 TYPE OF REPORTING PERSON

HC

1 NAMES OF REPORTING PERSONS
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
 Dassault Belgique Aviation, SA

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
 (a)*
 (b)
 *See text following this table

3 SEC USE ONLY

4 SOURCE OF FUNDS
 N/A

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM
 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
 Republic of France

NUMBER OF SHARES	7	SOLE VOTING POWER
		0
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER
EACH REPORTING PERSON	9	SOLE DISPOSITIVE POWER
		0
WITH	10	SHARED DISPOSITIVE POWER
		0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 0

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
 SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 0

14 TYPE OF REPORTING PERSON
 HC

This Amendment No. 2 (the “Second Amendment”) to Schedule 13D amends the statement on Schedule 13D originally filed on March 22, 2010 and amended by Amendment No. 1 on March 25, 2010 (as amended, the “Statement”) relating to the ordinary shares of nominal value €5 per share, represented by American Depositary Shares (evidenced by American Depositary Receipts), each American Depositary Share representing one ordinary share (the “Shares”), of Veolia Environnement, a société anonyme organized under the laws of France (the “Issuer”). The principal executive office of the Issuer is located at 36/38, avenue Kléber, 75116 Paris, France.

This Second Amendment is being filed to reflect the sale on the market on March 29, 2010 by Dassault Belgique Aviation, SA, a société anonyme organized under the laws of Belgium (“DBA”) of all of the Shares of the Issuer that it owned and the acquisition by Groupe Industriel Marcel Dassault, SAS, a société par actions simplifiées organized under the laws of France (“GIMD”) of 720,962 Shares of the Issuer on the market on March 29, 2010.

DBA is no longer a beneficial owner of the Issuer’s Shares and as such has no further filing obligation under Section 13(d) of the U.S. Securities Exchange Act of 1934, as amended, with respect to the equity securities of the Issuer. From the date hereof, this Schedule 13D shall cease to constitute a joint statement on Schedule 13D of GIMD and DBA and instead shall constitute a statement on Schedule 13D by GIMD exclusively.

Item 2. Identity and Background.

Item 2 of the Schedule 13D is amended to read in its entirety as follows:

The names of the persons filing this statement are (i) Groupe Industriel Marcel Dassault, SAS, a société par actions simplifiées organized under the laws of France (“GIMD”) and (2) Dassault Belgique Aviation, SA, a société anonyme organized under the laws of Belgium (“DBA”).

(1) GIMD is a holding company that, through its subsidiaries, engages in civil aviation and military businesses: the design and manufacture of civil and military aircraft; the development and integration of complex systems; manufacture of interior fittings for private companies and governments; and the provision of maintenance, management, technical support, and aircraft operation consulting services. GIMD also owns 43.84% of Dassault Systèmes SA, which is listed on the Euronext Paris and which has American Depositary Shares outstanding in the United States. The principal offices of GIMD are located at 9, Rond Point des Champs Elysées – Marcel Dassault, 75008 Paris. The names of each executive officer and director of GIMD are set forth on Schedule A.

GIMD is ultimately controlled by Monsieur Serge Dassault, Madame Nicole Dassault and Monsieur Claude Dassault. Their names and addresses are set forth on Schedule A.

(2) DBA is owned 99.94% by GIMD. DBA is also a holding company that, through its subsidiaries, engages in civil aviation and military businesses, and its principal office is located at Rue de Strasbourg 13, 1130 Haren, Belgium.

Item 3. Source and Amount of Funds or other Consideration.

Item 3 of the Schedule 13D is amended to read in its entirety as follows:

The source of funding for acquisitions of the Issuer’s Shares by GIMD has been its general working capital.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D remains unchanged.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is amended to read in its entirety as follows:

(a), (b) GIMD directly owns 25,108,690 Shares, representing 5.09% of the Issuer's share capital and voting rights, and 576,009 options, exercisable prior to April 30, 2010, to acquire Shares, which represent 0.12% of the Issuer's share capital and voting rights. If these options are exercised, GIMD will directly hold 25,684,699 Shares or 5.21% of the Issuer's share capital and voting rights.

Mme. Nicole Dassault holds 824 of the Issuer's Shares. M. Olivier Costa de Beauregard, Managing Director and Deputy Executive Officer of GIMD and Managing Director of DBA, owns 580 of the Issuer's Shares. Other than Mme. Dassault and M. Costa de Beauregard, to the best knowledge of GIMD, no director or executive officer listed on Schedule A, or any of GIMD's control persons, owns or has any right to acquire, directly or indirectly, any of the Issuer's Shares.

As of March 29, 2010, DBA did not own any of the Issuer's Shares.

(c) Within the past sixty days, the following transactions in the Issuer's Shares were effected:

- GIMD – Within the past sixty days, GIMD has acquired 6,465,249 of the Issuer's Shares on the public market at the prevailing market price. In addition, GIMD acquired options to purchase 1,257,257 of the Issuer's Shares; these options were purchased from investment banking institutions at prices based on the prevailing market prices at the time of purchase.
- DBA – On March 29, 2010, DBA sold 720,962 of the Issuer's Shares for a price of €25.80 per share, the market price at that time.
- To the best knowledge of GIMD, no person listed on Schedule A has engaged in any transaction in the Issuer's Shares in the past sixty days.

(d) No other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares beneficially owned by GIMD or, to the best knowledge of GIMD, any of the Shares beneficially owned by the persons identified on Schedule A.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understanding or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is amended to read in its entirety as follows:

As of April 8, 2010, GIMD holds options to purchase 476,009 of the Issuer's Shares, as part of its stock buying program with an investment banking counterparty. GIMD has also sold put options, which would enable the counterparty to put 100,000 of the Issuer's Shares to GIMD. These put options can be settled through the purchase of the underlying Shares or through cash settlement.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is amended to read in its entirety as follows:

EXHIBIT INDEX

Exhibit Number	Description
1	Joint Filing Agreement dated as of April 8, 2010 between Groupe Industriel Marcel Dassault, SAS and Dassault Belgique Aviation, SA
2*	Letter Agreement dated as of March 24, 2010 between Groupe Industriel Marcel Dassault, SAS and Veolia Environnement

*Previously filed as an Exhibit to the Schedule 13D/A filed with the Commission on March 25, 2010.

SIGNATURES

After reasonable inquiry, and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

GROUPE INDUSTRIEL MARCEL DASSAULT, SAS

/s/ Olivier Costa de Beauregard

Name: Olivier Costa de Beauregard

Title: Managing Director and Deputy Executive Officer

DASSAULT BELGIQUE AVIATION, SA

/s/ Olivier Costa de Beauregard

Name: Olivier Costa de Beauregard

Title: Managing Director

Dated: April 8, 2010

Signature to Schedule 13D/A dated April 8, 2010

SCHEDULE A

ADDITIONAL INFORMATION CONCERNING

GROUPE INDUSTRIEL MARCEL DASSAULT, SAS

Name	Business Address	Present Principal Occupation or Employment	Citizenship
M. Serge Dassault*	9, Rond Point des Champs Elysées – Marcel Dassault, 75008 Paris, France	Chairman of the Board and Chief Executive Officer - GIMD	France
Mme. Nicole Dassault*	9, Rond Point des Champs Elysées – Marcel Dassault, 75008 Paris, France		France
M. Olivier Costa de Beauregard	9, Rond Point des Champs Elysées – Marcel Dassault, 75008 Paris, France	Managing Director and Deputy Executive Officer - GIMD	France
M. Claude Dassault*	9, Rond Point des Champs Elysées – Marcel Dassault, 75008 Paris, France	Managing Director - GIMD	France

* Persons ultimately controlling the voting and dispositive power over the Shares held by GIMD.

d or equivalent body.

(e) loss resulting from the complete or partial non-payment of, or default upon, any loan or transaction in the nature of, or amounting to, a loan made by or obtained from the Insured or any of its partners, directors or Employees, whether authorized or unauthorized and whether procured in good faith or through trick, artifice, fraud or false pretenses. unless such loss is covered under Insuring Agreement (A), (E) or (F).

(f) loss resulting from any violation by the Insured or by any Employee

(1) of law regulating (a) the issuance, purchase or sale of securities, (b) securities transactions upon Security Exchanges or over the counter market, (c) Investment Companies, or (d) Investment Advisors, or

(2) of any rule or regulation made pursuant to any such law, unless such loss, in the absence of such laws, rules or regulations, would be covered under Insuring Agreements (A) or (E).

(g) loss of Property or loss of privileges through the misplacement or loss of Property as set forth in Insuring Agreement (C) or (D) while the Property is in the custody of any armored motor vehicle company, unless such loss shall be in excess of the amount recovered or received by the Insured under (a) the Insured's contract with said armored motor vehicle company, (b) insurance carried by said armored motor vehicle company for the benefit of users of its service, and (c) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this bond shall cover only such excess.

(h) potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this bond, except as included under Insuring Agreement (I).

(i) all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this bond.

(j) loss through the surrender of Property away from an office of the Insured as a result of a threat

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(1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or

(2) to do damage to the premises or Property of the Insured, except when covered under Insuring Agreement (A).

(k) all costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this bond unless such indemnity is provided for under Insuring Agreement (B).

(l) loss resulting from payments made or withdrawals from the account of a customer of the Insured, shareholder or subscriber to shares involving funds erroneously credited to such account, unless such payments are made to or withdrawn by such depositor or representative of such person, who is within the premises of the drawee bank of the Insured or within the office of the Insured at the time of such payment or withdrawal or unless such payment is covered under Insuring Agreement (A).

(m) any loss resulting from Uncollectible Items of Deposit which are drawn from a financial institution outside the fifty states of the United States of America, District of Columbia, and territories and possessions of the United States of America, and Canada.

SECTION 3. ASSIGNMENT OF RIGHTS

This bond does not afford coverage in favor of any Employers of temporary personnel or of processors as set forth in sub-sections (6) and (7) of Section 1(a) of this bond, as aforesaid, and upon payment to the Insured by the Underwriter on account of any loss through dishonest or fraudulent act(s) including 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 Insured'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 Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights herein provided for.

SECTION 4. LOSS -NOTICE -PROOF-LEGAL PROCEEDINGS

This bond is for the use and benefit only of the Insured named in the Declarations and the Underwriter shall not be liable hereunder for loss sustained by anyone other than the Insured unless the Insured, in its sole discretion and at its option, shall include such loss in the Insured's proof of loss. At the earliest practicable moment after discovery of any loss hereunder the Insured shall give the Underwriter written notice thereof and shall also within six months after such discovery furnish to the Underwriter affirmative proof of loss with full particulars. If claim is made under this bond for loss of securities or shares, the Underwriter shall not be liable unless each of such securities or shares is identified in such proof of loss by a certificate or bond number or, where such securities or shares are uncertificated, by such identification means as agreed to by the Underwriter. The Underwriter shall have thirty days after notice and proof of loss within which to investigate the claim, but

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where the loss is clear and undisputed, settlement shall be made within forty-eight hours; and this shall apply notwithstanding the loss is made up wholly or in part of securities of which duplicates may be obtained. Legal proceedings for recovery of any loss hereunder shall not be brought prior to the expiration of sixty days after such proof of loss is filed with the Underwriter nor after the expiration of twenty-four months from the discovery of such loss, except that any action or proceeding to recover hereunder on account of any judgment against the Insured in any suit mentioned in General Agreement C or to recover attorneys' fees paid in any such suit, shall be begun within twenty-four months from the date upon which the judgment in such suit shall become final. If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Discovery occurs when the Insured

(a) becomes aware of facts, or

(b) receives written notice of an actual or potential claim by a third party which alleges that the Insured is liable under circumstance

which would cause a reasonable person to assume that a loss covered by the bond has been or will be incurred even though the exact amount or details of loss may not be then known.

SECTION 5. VALUATION OF PROPERTY

The value of any Property, except books of accounts or other records used by the Insured in the conduct of its business, for the loss of which a claim shall be made hereunder, shall be determined by the average market value of such Property on the business day next preceding the discovery of such loss; provided, however, that the value of any Property replaced by the Insured prior to the payment of claim therefor shall be the actual market value at the time of replacement; and further provided that in case of a loss or misplacement of interim certificates, warrants, rights, or other securities, the production which is necessary to the exercise of subscription, conversion, redemption or deposit privileges, the value thereof shall be the market value of such privileges immediately preceding the expiration thereof if said loss or misplacement is not discovered until after their expiration. If no market price is quoted for such Property or for such privileges, the value shall be fixed by agreement between the parties or by arbitration.

In case of any loss or damage to Property consisting of books of accounts or other records used by the Insured in the conduct of its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

SECTION 6. VALUATION OF PREMISES AND FURNISHINGS

In case of damage to any office of the Insured, or loss of or damage to the furnishings, fixtures, stationery, supplies, equipment, safes or vaults therein, the Underwriter shall not be liable for more than the actual cash value thereof, or for more than the actual cost of their replacement or repair. The Underwriter may, at its election, pay such actual cash value or make such replacement or repair. If the Underwriter and the Insured cannot agree upon such cash value or such cost of replacement or repair, such shall be determined by arbitration.

SECTION 7. LOST SECURITIES

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If the Insured shall sustain a loss of securities the total value of which is in excess of the limit stated in Item 3 of the Declarations of this bond, the liability of the Underwriter shall be limited to payment for, or duplication of, securities having value equal to the limit stated in Item 3 of the Declarations of this bond.

If the Underwriter shall make payment to the Insured for any loss of securities, the Insured shall thereupon assign to the Underwriter all of the Insured's rights, title and interests in and to said securities.

With respect to securities the value of which do not exceed the Deductible Amount (at the time of the discovery of the loss) and for which the Underwriter may at its sole discretion and option and at the request of the Insured issue a Lost Instrument Bond or Bonds to effect replacement thereof, the Insured will pay the usual premium charged therefor and will indemnify the Underwriter against all loss or expense that the Underwriter may sustain because of the issuance of such Lost Instrument Bond or Bonds.

With respect to securities the value of which exceeds the Deductible Amount (at the time of discovery of the loss) and for which the Underwriter may issue or arrange for the issuance of a Lost Instrument Bond or Bonds to effect replacement thereof, the Insured agrees that it will pay as premium therefor a proportion of the usual premium charged therefor, said proportion being equal to the percentage that the Deductible Amount bears to the value of the securities upon discovery of the loss, and that it will indemnify the issuer of said Lost Instrument Bond or Bonds against all loss and expense that is not recoverable from the Underwriter under the terms and conditions of this INVESTMENT COMPANY BLANKET BOND subject to the Limit of Liability hereunder.

SECTION 8. SALVAGE

In case of recovery, whether made by the Insured or by the Underwriter, on account of any loss in excess of the Limit of Liability hereunder plus the Deductible Amount applicable to such loss from any source other than suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter, the net amount of such recovery, less the actual costs and expenses of making same, shall be applied to reimburse the Insured in full for the excess portion of such loss, and the remainder, if any, shall be paid first in reimbursement of the Underwriter and thereafter in reimbursement of the Insured for that part of such loss within the Deductible Amount. The Insured shall execute all necessary papers to secure to the Underwriter the rights provided for herein.

SECTION 9. NON-REDUCTION AND NON-ACCUMULATION OF LIABILITY AND TOTAL LIABILITY

At all times prior to termination hereof this bond shall continue in force for the limit stated in the applicable sections of Item 3 of the Declarations of this bond notwithstanding any previous loss for which the Underwriter may have paid or be liable to pay hereunder; PROVIDED, however, that regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Underwriter under this bond with respect to all loss resulting from

(a) any one act of burglary, robbery or holdup, or attempt thereat, in which no Partner or Employee is concerned or implicated shall be deemed to be one loss, or (b) any one unintentional or negligent act on the part of any one person resulting in damage to or destruction or misplacement of Property, shall be deemed to be one loss, or (c) all wrongful acts, other than those specified in (a) above, of any one person shall be deemed to be one loss, or

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(d) all wrongful acts, other than those specified in (a) above, of one or more persons (which dishonest act(s) or act(s) of Larceny or Embezzlement include, but are not limited to, the failure of an Employee to report such acts of others) whose dishonest act or acts intentionally or unintentionally, knowingly or unknowingly, directly or indirectly, aid or aids in any way, or permits the continuation of, the dishonest act or acts of any other person or persons shall be deemed to be one loss with the act or acts of the persons aided, or

(e) any one casualty or event other than those specified in (a), (b), (c) or (d) preceding, shall be deemed to be one loss, and

shall be limited to the applicable Limit of Liability stated in Item 3 of the Declarations of this bond irrespective of the total amount of such loss or losses and shall not be cumulative in amounts from year to year or from period to period.

Sub-section (c) is not applicable to any situation to which the language of subsection (d) applies.

SECTION 10. LIMIT OF LIABILITY

With respect to any loss set forth in the PROVIDED clause of Section 9 of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

SECTION 11. OTHER INSURANCE

If the Insured shall hold, as indemnity against any loss covered hereunder, any valid and enforceable insurance or suretyship, the Underwriter shall be liable hereunder only for such amount of such loss which is in excess of the amount of such other insurance or suretyship, not exceeding, however, the Limit of Liability of this bond applicable to such loss.

SECTION 12. DEDUCTIBLE

The Underwriter shall not be liable under any of the Insuring Agreements of this bond on account of loss as specified, respectively, in sub-sections (a), (b), (c), (d) and (e) of Section 9, NON-REDUCTION AND NON-ACCUMULATION OF LIABILITY AND TOTAL LIABILITY, unless the amount of such loss, after deducting the net amount of all reimbursement and/or recovery obtained or made by the Insured, other than from any bond or policy of insurance issued by an insurance company and covering such loss, or by the Underwriter on account thereof prior to payment by the Underwriter of such loss, shall exceed the Deductible Amount set forth in Item 3 of the Declarations hereof (herein called Deductible Amount) and then for such excess only, but in no event for more than the applicable Limit of Liability stated in Item 3 of the Declarations.

The Insured will bear, in addition to the Deductible Amount, premiums on Lost Instrument Bonds as set forth in Section 7.

There shall be no deductible applicable to any loss under Insuring Agreement A sustained by any Investment Company named as Insured herein.

SECTION 13. TERMINATION

The Underwriter may terminate this bond as an entirety by furnishing written notice specifying the termination date which cannot be prior to 60 days after the receipt

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of such written notice by each Investment Company named as Insured and the Securities and Exchange Commission, Washington, D.C. The Insured may terminate this bond as an entirety by furnishing written notice to the Underwriter. When the Insured cancels, the Insured shall furnish written notice to the Securities and Exchange Commission, Washington, D.C. prior to 60 days before the effective date of the termination. The Underwriter shall notify all other Investment Companies named as Insured of the receipt of such termination notice and the termination cannot be effective prior to 60 days after receipt of written notice by all other Investment Companies. Premiums are earned until the termination date as set forth herein.

This Bond will terminate as to any one Insured immediately upon taking over of such Insured by a receiver or other liquidator or by State or Federal officials, or immediately upon the filing of a petition under any State or Federal statute relative to bankruptcy or reorganization of the Insured, or assignment for the benefit of creditors of the Insured, or immediately upon such Insured ceasing to exist, whether through merger into another entity, or by disposition of all of its assets.

The Underwriter shall refund the unearned premium computed at short rates in accordance with the standard short rate cancellation tables if terminated by the Insured or pro rata if terminated for any other reason.

This Bond shall terminate

(a) as to any Employee as soon as any partner, officer or supervisory Employee of the Insured, who is not in collusion with such Employee, shall learn of any dishonest or fraudulent act(s), including Larceny or Embezzlement on the part of such Employee without prejudice to the loss of any Property then in transit in the custody of such Employee (See Section 16[d]), or

(b) as to any Employee 60 days after receipt by each Insured and by the Securities and Exchange Commission of a written notice from the Underwriter of its desire to terminate this bond as to such Employee, or

(c) as to any person, who is a partner, officer or employee of any Electronic Data Processor covered under this bond, from and after the time that the Insured or any partner or officer thereof not in collusion with such person shall have knowledge or information that such person has committed any dishonest or fraudulent act(s), including Larceny or Embezzlement in the service of the Insured or otherwise, whether such act be committed before or after the time this bond is effective.

SECTION 14. RIGHTS AFTER TERMINATION OR CANCELLATION

At any time prior to the termination or cancellation of this bond as an entirety, whether by the Insured or the Underwriter, the Insured may give to the Underwriter notice that it desires under this bond an additional period of 12 months within which to discover loss sustained by the Insured prior to the effective date of such termination or cancellation and shall pay an additional premium therefor.

Upon receipt of such notice from the Insured, the Underwriter shall give its written consent thereto; provided, however, that such additional period of time shall terminate immediately;

(a) on the effective date of any other insurance obtained by the Insured, its successor in business or any other party, replacing in whole or in part the insurance afforded by this bond, whether or not such other insurance provides

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coverage for loss sustained prior to its effective date, or

(b) upon takeover of the Insured's business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for this purpose

without the necessity of the Underwriter giving notice of such termination. In the event that such additional period of time is terminated, as provided above, the Underwriter shall refund any unearned premium.

The right to purchase such additional period for the discovery of loss may not be exercised by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed to take over the Insured's business for the operation or for the liquidation thereof or for any other purpose.

SECTION 15. CENTRAL HANDLING OF SECURITIES

Securities included in the systems for the central handling of securities established and maintained by Depository Trust Company, Midwest Depository Trust Company, Pacific Securities Depository Trust Company, and Philadelphia Depository Trust Company, hereinafter called Corporations, to the extent of the Insured's interest therein as effective by the making of appropriate entries on the books and records of such Corporations shall be deemed to be Property.

The words "Employee" and "Employees" shall be deemed to include the officers, partners, clerks and other employees of the New York Stock Exchange, Boston Stock Exchange, Midwest Stock Exchange, Pacific Stock Exchange and Philadelphia Stock Exchange, hereinafter called Exchanges, and of the above named Corporations, and of any nominee in whose name is registered any security included within the systems for the central handling of securities established and maintained by such Corporations, and any employee of any recognized service company, while such officers, partners, clerks and other employees and employees of service companies perform services for such Corporations in the operation of such systems. For the purpose of the above definition a recognized service company shall be any company providing clerks or other personnel to said Exchanges or Corporation on a contract basis.

The Underwriter shall not be liable on account of any loss(es) in connection with the central handling of securities within the systems established and maintained by such Corporations, unless such loss(es) shall be in excess of the amount(s) recoverable or recovered under any bond or policy of insurance indemnifying such Corporations, against such loss(es), and then the Underwriter shall be liable hereunder only for the Insured's share of such excess loss(es), but in no event for more than the Limit of Liability applicable hereunder.

For the purpose of determining the Insured's share of excess loss(es) it shall be deemed that the Insured has an interest in any certificate representing any security included within such systems equivalent to the interest the Insured then has in all certificates representing the same security included within such systems and that such Corporations shall use their best judgement in apportioning the amount(s) recoverable or recovered under any bond or policy of insurance indemnifying such Corporations against such loss(es) in connection with the central handling of securities within such systems among all those having an interest as recorded by appropriate entries in the books and records of such Corporations in Property involved in such loss(es) on the basis that each such interest shall share in the amount(s) so recoverable or recovered in the ratio that the value of each such interest bears to the total value of all such interests and that the Insured's share of such excess loss(es) shall be the amount of the Insured's interest in such Property in excess of the amount(s) so apportioned to the Insured by such Corporations.

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This bond does not afford coverage in favor of such Corporations or Exchanges or any nominee in whose name is registered any security included within the systems for the central handling of securities established and maintained by such Corporations, and upon payment to the Insured by the Underwriter on account of any loss(es) within the systems, an assignment of such of the Insured's rights and causes of action as it may have against such Corporations or Exchanges shall to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights provided for herein.

SECTION 16. ADDITIONAL COMPANIES INCLUDED AS INSURED

If more than one corporation, co-partnership or person or any combination of them be included as the Insured herein:

(a) the total liability of the Underwriter hereunder for loss or losses sustained by any one or more or all of them shall not exceed the limit for which the Underwriter would be liable hereunder if all such loss were sustained by any one of them,

(b) the one first named herein shall be deemed authorized to make, adjust and receive and enforce payment of all claims hereunder and shall be deemed to be the agent of the others for such purposes and for the giving or receiving of any notice required or permitted to be given by the terms hereof, provided that the Underwriter shall furnish each named Investment Company with a copy of the bond and with any amendment thereto, together with a copy of each formal filing of the settlement of each such claim prior to the execution of such settlement,

(c) the Underwriter shall not be responsible for the proper application of any payment made hereunder to said first named Insured,

(d) knowledge possessed or discovery made by any partner, officer or supervisory Employee of any Insured shall for the purposes of Section 4 and Section 13 of this bond constitute knowledge or discovery by all the Insured, and

(e) if the first named Insured ceases for any reason to be covered under this bond, then the Insured next named shall thereafter be considered as the first named Insured for the purposes of this bond.

SECTION 17. NOTICE AND CHANGE OF CONTROL

Upon the Insured's obtaining knowledge of a transfer of its outstanding voting securities which results in a change in control (as set forth in Section 2(a) (9) of the Investment Company Act of 1940) of the Insured, the Insured shall within thirty (30) days of such knowledge give written notice to the Underwriter setting forth:

- (a) the names of the transferors and transferees (or the names of the beneficial owners if the voting securities are requested in another name), and
- (b) 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
- (c) the total number of outstanding voting securities.

As used in this section, control means the power to exercise a controlling influence over the management or policies of the Insured.

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Failure to give the required notice shall result in termination of coverage of this bond, effective upon the date of stock transfer for any loss in which any transferee is concerned or implicated.

Such notice is not required to be given in the case of an Insured which is an Investment Company.

SECTION 18. CHANGE OR MODIFICATION

This bond or any instrument amending or effecting same may not be changed or modified orally. No changes in or modification thereof shall be effective unless made by written endorsement issued to form a part hereof over the signature of the Underwriter's Authorized Representative. When a bond covers only one Investment Company no change or modification which would adversely affect the rights of the Investment Company shall be effective prior to 60 days after written notification has been furnished to the Securities and Exchange Commission, Washington, D.C. by the Insured or by the Underwriter. If more than one Investment Company is named as the Insured herein, the Underwriter shall give written notice to each Investment Company and to the Securities and Exchange Commission, Washington, D.C. not less than 60 days prior to the effective date of any change or modification which would adversely affect the rights of such Investment Company.

IN WITNESS WHEREOF, the Underwriter has caused this bond to be executed on the Declarations Page.

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RIDER #1

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

RIDER #2

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of
policy number **060-88-79**
issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

NAMED INSURED

1. The Name of Insured shown in Item 1. of the Declarations is amended to read as follows:

The George Putnam Fund of Boston
Putnam Fund for Growth & Income
Putnam Investors Fund
Putnam Income Fund
Putnam Global Equity Fund
Putnam Vista Fund
Putnam Voyager Fund
Putnam Convertible Income-Growth
Putnam Money Market Fund
Putnam Tax Exempt Income Fund
Putnam Equity Income Fund
Putnam High Yield Trust
Putnam VT Global Equity Fund
Putnam Global Natural Resources
Putnam New Jersey Tax Exempt Inc
Putnam Health Sciences Trust
Putnam OTC & Emerging Growth Fund
Putnam California Tax Exempt
Putnam New York Tax Exempt
Putnam U.S. Govt. Income Trust
Putnam American Govt. Income Fund
Putnam Amt-Free Ins Muni Fund

Putnam Tax Free High Yield
Putnam Florida Tax Exempt Income
Putnam Global Income Trust
Putnam Pennsylvania Tax Exempt
Putnam Managed Muni Income Trust
Putnam High Yield Municipal Trust
Putnam Europe Equity Fund
Putnam Invest Grade Muni Inc Trust
Putnam High Yield Advantage Fund
Putnam High Income Securities Fund

RIDER #2 (Continued)

Putnam Tax Exempt Money Market
Putnam VT Voyager Fund
Putnam VT Growth & Income Fund
Putnam VT High Yield Fund
Putnam VT Income Fund
Putnam VT Money Market Fund
VT Global Asset Allocation Fund
Putnam Premier Income Trust
Putnam Master Intermediate Trust
Putnam Diversified Income Trust
Putnam VT New Opportunities Fund
VT Utilities Growth & Income Fund
Putnam Tax Free Health Care
Municipal Bond Fund
Putnam Cal Invest Grade Muni Trust
Putnam NY Invest Grade Muni Trust
Putnam Asset Alloc Growth Port
Putnam Asset Alloc Balanced Port
Putnam Asset Alloc Conserve Port
Putnam New Value Fund
Putnam Discovery Growth Fund
Putnam Ltd Duration Govt Inc Fund
Putnam Capital Appreciation
Putnam Intl New Opportunities
Putnam Muni Opportunities Trust
Putnam Inv Grade Muni Tr II Pfd
Putnam Utilities Growth & Income
Putnam International Equity
Putnam Mass Tax Exempt
Putnam Michigan Tax Exempt
Putnam Minnesota Tax Exempt
Putnam Ohio Tax Exempt
Putnam New Opportunities Fund
Putnam Arizona Tax Exempt Income
Putnam Managed Preferred
Putnam Invest Grade Muni-Preferred
Putnam Cal Inv Grade Muni Tr Pfd

Putnam Muni Opport Tr □ Prefer
Putnam High Yield Muni-Preferred
Putnam NY Inv Grade Muni Tr Pfd
The Classic Equity Fund
Putnam VT Diversified Income Fund
VT Mid Cap Value
VT Capital Opportunities

RIDER #2 (Continued)

Putnam VT Equity Income
Prime Money Market Fund
Floating Rate Income Fund
Putnam Growth Opportunities Fund
Putnam Research Fund
Putnam International Capital Opp
Putnam Internatl Growth & Income
VT Internatl Growth & Income Fund
VT International Equity
VT Internatl New Opportunities
Putnam VT Vista Fund
Putnam VT New Value
Putnam Small Cap Growth
Putnam Capital Opportunities
Putnam VT Investors Fund
Pvt OTC & Emerg Growth Fund
Putnam VT George Putnam Fund
Putnam VT Health Sciences Fund
Putnam VT Research Fund
Putnam Small Cap Value Fund
Putnam Tax Smart Equity Fund
Putnam VT Small Cap Value Fund
Putnam Mid-Cap Value Fund
Putnam VT Growth Opps Fund
Putnam VT Am Govt Income Fund
VT Discovery Growth
Putnam VT Capital Appreciatio
Emerging Opportunities THLee
Putnam Income Strategies Fund
Putnam Municipal Money Market Fund

Putnam Retirement Ready Funds

Retirement Ready 2040
Retirement Ready 2045
Retirement Ready 2010
Retirement Ready Maturity
Retirement Ready 2015
Retirement Ready 2020
Retirement Ready 2025

Retirement Ready 2030
Retirement Ready 2035
Retirement Ready 2050

RIDER #2 (Continued)

2. Subject to General Agreement A., any newly created, acquired or sponsored Investment Company, fund or trust of Putnam Acquisition Financing Inc., its subsidiaries or affiliated entities, newly created, acquired or sponsored after the effective date of this bond but prior to termination or cancellation of this bond with assets of less than \$500,000,000 will be automatically included as an Insured without any additional premium. Any newly created, acquired or sponsored Investment Company, fund or trust of Putnam Acquisition Financing Inc., its subsidiaries or affiliated entities, newly created, acquired or sponsored after the effective date of this bond but prior to termination or cancellation of this bond with assets of \$500,000,000 or more will need to comply with the reporting requirements and may be subject to payment of an additional premium.

3. Each of the following entities, with respect to its service to the Mutual Fund Named Insureds, shall be deemed Named Insured under the Bond:

Putnam Investment Management, LLC
Putnam Acquisition Financing Inc.
Putnam Fiduciary Trust Company
Putnam Retail Management Limited Partnership
Putnam U.S. Holdings Inc.
TH Lee, Putnam Capital Management, LLC

4. Nothing hereing contained shall be held to vary, alter, waive or extend any of terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #3

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON** by **National Union Fire Insurance Company of Pittsburgh, Pa.**

COMPUTER SYSTEMS

It is agreed that:

1. The attached bond is amended by adding an Insuring Agreement (J) as follows:

COMPUTER SYSTEMS

Loss resulting directly from a fraudulent

(1) entry of data into, or

(2) change of data or programs within

a Computer System; provided the fraudulent entry or change causes

(a) Property to be transferred, paid or delivered;

(b) an account of the Insured, or of its customer, to be added, deleted, debited or credited;

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

SCHEDULE OF SYSTEMS

All computer systems utilized by the Insured.

2. As used in this Insuring Agreement, Computer System means:

(a) computers with related peripheral equipment, including storage components, wherever located; \

(b) systems and application software;

(c) terminal devices;

(d) related communication networks or customer communication systems including the Internet; and

(e) related electronic fundtransfer systems;

by which data are electronically collected, transmitted, processed, stored and retrieved.

RIDER #3 (Continued)

3. In addition to the Exclusions in the attached Bond, the following exclusions are applicable to this Insuring Agreement:

(a) loss resulting directly or indirectly from the theft of confidential information, material or data except to the extent that such confidential information, material or data is used to support or facilitate the commission of an act covered by the Computer Systems Insuring Agreement; and

(b) loss resulting directly or indirectly from entries or changes made by an individual authorized to have access to a Computer System who acts in good faith on instructions, unless such instructions are given to that individual by a software contractor (or by a partner, officer or employee thereof) authorized by the Insured to design, develop, prepare, supply, service, write or implement programs for the Insured's Computer System.

4. The coverage afforded by this Insuring Agreement applies only to loss discovered by the Insured during the period this Insuring Agreement is in force.

5. All loss or series of losses involving the fraudulent activity of one individual, or involving fraudulent activity in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as one loss. A series of losses involving unidentified individuals but arising from the same method of operation may be deemed by the Underwriter to involve the same individual and, in that event, shall be treated as one loss.

6. If any loss is covered under this Insuring Agreement and any other Insuring Agreement or Coverage, the maximum amount payable for such loss shall not exceed the largest amount available under any one Insuring Agreement or Coverage.

7. Coverage under this Insuring Agreement shall terminate upon termination or cancellation of the bond to which this Insuring Agreement is attached. Coverage under this Insuring Agreement may also be terminated or cancelled

without cancelling the Bond as an entirety:

(a) 60 days after receipt by the Insured of written notice from the Underwriter of its desire to terminate or cancel coverage under this Insuring Agreement; or

(b) immediately upon receipt by the Underwriter of a written request from the Insured to terminate or cancel coverage under this Insuring Agreement.

RIDER #3 (Continued)

The Underwriter shall refund to the Insured the unearned premium for this coverage under this Insuring Agreement. The refund shall be computed at short rates if this Insuring Agreement is terminated or cancelled or reduced by notice from, or at the instance of, the Insured.

8. Notwithstanding the foregoing, however, coverage afforded by this Insuring Agreement is not designed to provide protection against loss covered under a separate Electronic and Computer Crime Policy by whatever title assigned or by whatever Underwriter written. Any loss which is covered under such separate policy is excluded from coverage under this Bond and the Insured agrees to make claim for such loss under its separate policy.

9. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #4

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

It is agreed that:

1. The attached bond is amended by adding an additional Insuring Agreement (K) as follows:

VOICE INITIATED FUNDS TRANSFERS

Loss resulting directly from the Insured having, in good faith, transferred funds from a Customer's account through an electronic funds transfer system covered in the Computer Systems Insuring Agreement attached to this bond, in reliance upon a Voice Initiated Funds Transfer Instruction which was purported to be from an officer, director, partner or employee of a Customer of the Insured who was authorized and appointed by such Customer to instruct the Insured by means of voice message transmitted by telephone to make certain funds transfers, and which instruction

1. was in fact, from an imposter, or a person not authorized by the Customer to issue such instructions by voice message transmitted by telephone, and which

2. was received by an Employee of the Insured specifically designated to receive and act upon such instructions; but provided that

- a. such voice instruction was electronically recorded by the Insured and proper password(s) or code word(s) given; and
- b. if the transfer was in excess of **\$150,000** the voice instruction was verified by a direct call back to an employee of the Customer (or a person thought by the Insured to be an employee of the Customer)
2. As used in this Insuring Agreement, Customer means an entity or individual which has a written agreement with the Insured for Customer Voice Initiated Electronic Funds Transfer and has provided the Insured with the names of its officers, directors, partners or employees authorized to initiate such Transfers.
-

RIDER #4 (Continued)

3. Proof of loss for claim under the Voice Initiated Electronic Funds Transfer Insuring Agreement must include electronic recordings of such voice instructions and the verification call back, if such call was required.
4. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.
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RIDER #5

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON** by **National Union Fire Insurance Company of Pittsburgh, Pa.**

TELEFACSIMILE TRANSFER FRAUD

It is agreed that:

1. The attached bond is amended by adding an additional Insuring Agreement (L) as follows:

TELEFACSIMILE TRANSFER FRAUD

Loss resulting by reason of the Insured having transferred, paid or delivered any funds or Property, established any credit, debited any account, or given any value relying on any fraudulent instructions sent by a customer or financial institution by Telefacsimile Transmission directed to the Insured, authorizing or acknowledging the transfer, payment, or delivery of funds or property, the establishment of a credit, debiting of any account, or the giving of value by the Insured, but only if such telefacsimile instructions:

- i) bear a valid test key exchanged between the Insured and a customer or another financial institution with authority to use such test key for Telefacsimile instructions in the ordinary course of business, but which test key has been wrongfully obtained by a person who was not authorized to initiate, make, validate or authenticate a test key arrangement; and
- ii) fraudulently purport to have been sent by such customer or financial institution, but which telefacsimile instruction were transmitted without the knowledge or consent of such customer or financial institution by a person other than such customer or financial institution and which bear a forged signature.

"Telefacsimile" means a system of transmitting written documents by electronic signals over telephone lines to equipment maintained by the Insured within its communication room for the purposes of reproducing a copy of said document. It does not mean electronic communication sent by Telex, TWC, or electronic mail, or Automated Clearing House.

RIDER #5 (Continued)

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations conditions or agreements of the attached bond other than as above stated.

RIDER #6

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

AUTOMATED PHONE SYSTEM

It is agreed that:

1. The attached bond is amended by adding an additional Insuring Agreement (M) as follows:

AUTOMATED PHONE SYSTEM

1. Loss caused by an Automated Phone System (["APS"]) Transaction, where the request for such APS Transaction is unauthorized or fraudulent and is made with the intent to deceive; provided, that the entity which receives such request generally maintains and follows during the Bond Period all APS Designated Procedures with respect to APS Transactions. The unintentional isolated failure of such entity to maintain and follow a particular APS Designated Procedure in a particular instance shall not preclude coverage under this Insuring Agreement, subject to the exclusions herein and in the Bond.

1. Definitions. The following terms used in this Insuring Agreement shall have the following meanings:

a. ["APS Transaction"] means any APS Redemption, APS Exchange, APS Purchase or APS Election.

b. ["APS Redemption"] means any redemption of shares issued by an Investment Company which is requested over the telephone by means of information transmitted by an individual caller through use of a telephone keypad.

c. ["APS Election"] means any election concerning various account features available to Fund Shareholders which is made over the telephone by means of information transmitted by an individual caller through use of a telephone keypad. These features include account statements, auto exchange, auto asset builder, automatic withdrawal, dividends/capital gains options, dividend sweep, telephone balance consent and change of address.

RIDER #6 (Continued)

d. APS Exchange means any exchange of shares in a registered account of one fund into shares in an identically registered account of another fund in the same complex pursuant to exchange privileges of the two funds, which exchange is requested over the telephone by means of information transmitted by an individual caller through use of a telephone keypad.

e. APS Designated Procedures means all of the following procedures:

(1) Election in Application: No APS Redemption shall be executed unless the shareholder to whose account such an APS Redemption relates has previously elected by official designation to permit such APS Redemption.

(2) Logging: All APS Transaction requests shall be logged or otherwise recorded, so as to preserve all of the information transmitted by an individual caller through use of a telephone keypad in the course of such a request, and the records shall be retained for at least six months.

(a) Information contained in the records shall be capable of being retrieved and produced within a reasonable time after retrieval of specific information is requested, at a success rate of no less than 85 percent.

(3) Identity Test: The identity of the caller in any request for an APS Transaction shall be tested before execution of that APS Transaction by requiring the entry by the caller of a confidential personal identification number (PIN)

(a) Limited attempts to enter PIN: If the caller fails to enter a correct PIN within three attempts, the caller must not be allowed additional attempts during the same telephone call to enter the PIN

(4) Written Confirmation: A written confirmation of any APS Transaction shall be mailed to the shareholder(s) to whose account such APS Transaction relates, at the original record address, by the end of the Insured's next regular

processing cycle, but in no event later than five business days following such APS Transaction.

RIDER #6 (Continued)

(5) Access to APS Equipment: Access to the equipment which permits the entity receiving the APS Transaction request to process and effect the transaction shall be limited in the following manner: The Share Holder Services Group, Inc.

f. APS Purchase means any purchase of shares issued by an Investment Company, which is requested over the telephone by means of information transmitted by an individual caller through the use of a telephone keypad.

2. Exclusions. It is further understood and agreed that this extension shall not cover:

a. any loss covered under Insuring Agreement (A), Fidelity, of this Bond;

b. any loss resulting from:

(1) the redemption of shares, where the proceeds of such redemption are made payable to other than

(i) the shareholder of record; or

(ii) a person officially designated to receive redemption proceeds; or

(iii) a bank account officially designated to receive redemption proceeds; or

(2) the redemption of shares, where the proceeds of such redemption are paid by check mailed to any address, unless such address has either been

(i) designated by voice over the telephone or in writing without a signature guarantee, in either case at least thirty (30) days prior to such redemption; or

(ii) officially designated; or

(iii) verified by any other procedures which may be stated below in this Insuring Agreement; or

(3) the redemption of shares, where the proceeds of such redemption are paid by wire transfer to other than the shareholder's officially designated bank account; or

RIDER #6 (Continued)

(4) the intentional failure to adhere to one or more APS Designated Procedures.

2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #7

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

UNAUTHORIZED SIGNATURES

It is agreed that:

1. The attached bond is amended by adding an Insuring Agreement (N) as follows:

UNAUTHORIZED SIGNATURES

Loss resulting directly from the Insured having accepted, paid or cashed any check or withdrawal order made or drawn on a customer's account which bears the signature or endorsement of one other than a person whose name and signature is on file with the Insured as an authorized signatory on such account. It shall be a condition precedent to the Insured's right of recovery under this Insuring Agreement that the Insured shall have on file signatures of all persons who are authorized signatories on such account.

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #8

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

CLAIMS EXPENSE

It is agreed that:

1. The attached bond is amended by adding an Insuring Agreement (O) as follows:

CLAIMS EXPENSE

Reasonable expenses necessarily incurred and paid by the Insured in preparing any valid claim for loss under any of the Insuring Agreements of this Bond, which loss exceeds the Single Loss Deductible Amount of \$150,000. The Underwriter's limit of liability for such expenses paid by the Insured in preparing any one such claim is as shown on the Declaration Page of this Bond.

For the purposes of this Insuring Agreement, Exclusion (k) is amended by deleting the period at the end of this Exclusion and adding the following words; or Insuring Agreement (O).

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #9

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

1. It is agreed that the following Insuring Agreement (P) is added to the bond:

DESTRUCTION OF DATA OR PROGRAMS BY HACKER

Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the Computer Systems Insuring Agreement attached to this bond.

The liability of the Underwriter shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability.

2. The following Definitions are added: Computer Systems (as defined in Computer Systems Insuring Agreement (J)) and Computer Programs and Electronic Data (as defined in Fidelity Insuring Agreement (A)).

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements or the attached bond other than as above stated.

RIDER #10

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

1. It is agreed that the following Insuring Agreement (Q) is added to the bond:

DESTRUCTION OF DATA OR PROGRAMS BY VIRUS

Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the Computer Systems rider attached to this bond if such destruction or damage was caused by a computer program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the computer program or instruction so written or so altered is used.

The liability of the Underwriter shall be limited to the cost of duplication of such Electronic Data or Computer Programs from other Electronic Data or Computer Programs which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Company will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability.

Special Condition

Under this Insuring Agreement, [Single Loss] means all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate [Single Loss].

RIDER #10 (Continued)

2. The following Definitions are added: Computer Systems (as defined in Computer Systems Insuring Agreement (J)) and Computer Programs and Electronic Data (as defined in Fidelity Insuring Agreement (A)).

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #11

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

It is agreed that:

1. Insuring Agreement (A), Fidelity, is hereby deleted in its entirety and replaced by the following:

(A) Loss resulting directly from dishonest or fraudulent act(s), including Larceny or Embezzlement committed by an Employee, committed anywhere and whether committed alone or in collusion with others including loss of Property resulting from such acts of an Employee, which Property is held by the Insured for any purpose or in any capacity and whether so held gratuitously or not and whether or not the Insured is liable therefore.

Dishonest or fraudulent act(s) as used in this Insuring Agreement shall mean only dishonest or fraudulent act(s) committed by such Employee with the intent:

(a) to cause the Insured to sustain such loss; or

(b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit.

Notwithstanding the foregoing, however, it is agreed that with regard to Loans and/or Trading, this bond covers only loss resulting directly from dishonest or fraudulent acts committed by an Employee with the intent to cause the Insured to sustain such loss and which results in a financial benefit for the Employee; or results in an improper financial benefit for another person or entity with whom the Employee committing the dishonest or fraudulent act was in collusion, provided the Insured establishes that the Employee intended to participate in the financial benefit.

The word "Loan" as used in this Insuring Agreement means all extensions of credit by the Insured and all transactions creating a creditor relationship in favor of the Insured and all transactions by which the Insured assumes an existing creditor relationship.

RIDER #11 (Continued)

The word "Trading" as used in this Insuring Agreement means trading or dealings in securities, commodities, futures, options, foreign or Federal Funds, currencies, foreign exchange or the like.

As used in this Insuring Agreement, financial benefit does not include any salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment.

Loss resulting directly from the malicious destruction of or the malicious damage of Computer Programs, Electronic Data or Electronic Data Processing Media committed by an Employee, whether committed alone or in collusion with others.

The liability of the Insurer shall be limited to the cost of duplication of such Computer Programs, Electronic Data or Electronic Data Processing Media from other Computer Programs, Electronic Data or Electronic Data Processing Media which shall have been furnished by the Insured.

In the event, however, that destroyed or damaged Computer Programs, Electronic Data or Electronic Data Processing Media cannot be duplicated from other Computer Programs, Electronic Data or Electronic Data Processing Media, the Insurer will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs, Electronic Data or Electronic Data Processing Media to substantially the previous level of operational capability.

As used in this Insuring Agreement, "Computer Program" means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.

As used in this Insuring Agreement, "Electronic Data" means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.

As used in this Insuring Agreement, "Electronic Data Processing Media" means the magnetic tapes or disks, or optical storage disks or other bulk media on which Electronic Data is stored.

RIDER #11 (Continued)

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of this bond other than as stated herein.

RIDER #12

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

AMENDED FORGERY OR ALTERATION

It is agreed that:

1. Insuring Agreement (E), Forgery or Alteration, first paragraph, is deleted in its entirety and replaced with the following:

Loss through Forgery or Alteration of, on or in any bills of exchange, checks, drafts, acceptances, certificates of deposit, promissory notes, or other written promises, orders or directions to pay sums certain in money, due bills, money orders, warrants, orders upon public treasuries, letters of credit, written instructions, advices or applications directed to the Insured, authorizing or acknowledging the transfer, payment, delivery or receipt of funds or

Property, which instructions or advices or applications purport to have been signed or endorsed by any customer of the Insured, shareholder or subscriber to shares, whether certificated or uncertificated, of any Investment Company or by any financial or banking institution or stockbroker or Employee but which instructions, advices or applications either bear a forged signature or endorsement or have been altered without the knowledge and consent of such customer, shareholder or subscriber to shares, whether certificated or uncertificated, of an Investment Company, financial or banking institution or stockbroker or Employee, withdrawal orders or receipts or certificates of deposit for Property and bearing the name of the Insured as issuer, or of another Investment Company for which the Insured acts as agent, excluding, however, any loss covered under Insuring Agreement (F) hereof whether or not coverage for Insuring Agreement (F) is provided for in the Declarations of this bond.

2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached bond other than as above stated.

RIDER #13

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

AMENDED COUNTERFEIT CURRENCY

It is agreed that:

1. Insuring Agreement (G), Counterfeit Currency, is deleted in its entirety and the following is substituted therefore:

Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money, coin or currency of the United States of America, Canada or any other country.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #14

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

It is agreed that:

1. Insuring Agreement (D) IN TRANSIT is amended by deleting the words "any person or persons acting as messenger, except while in the mail or with a carrier for hire, other than an armored motor vehicle company, for the purpose of transportation" and replacing them with the words "any person or persons acting as messenger or carrier for hire, for the purpose of transportation, except while in the mail."

2. RIDER # 4, VOICE INITIATED FUNDS TRANSFERS, is amended by deleting sections 1. 2. a. and b. in their entirety and substituting the following as section 1. 2. a.:

"1. 2. a. "the instruction must be received and processed in accordance with the Insured's established procedures for Voice Initiated Funds Transfers. If through an inadvertent error or omission, the transfer is not in compliance with the Insured's established procedures, such transfer shall nevertheless be covered hereunder."

3. RIDER # 5, TELEFACSIMILE TRANSFER FRAUD, is amended by deleting paragraph 1. i) in its entirety and substituting the following:

"i) were received and processed in accordance with the Insured's established procedures for Telefacsimile transfers. If through an inadvertent error or omission, the transfer is not in compliance with the Insured's established procedures, such transfer shall nevertheless be covered hereunder."

4. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

AUTHORIZED REPRESENTATIVE

RIDER #15

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

It is agreed that:

1. Insuring Agreement (F), Securities, is amended by inserting, in paragraph (2), before the word "**EXCLUDING**" the following language; "or purportedly guaranteed in writing or witnessed any signature upon any transfer, assignment, bill of sale, power of attorney, guarantee, endorsement or other obligations upon or in connection with any securities, documents or other written instruments and which pass, or purport to pass, title to such securities, documents or other written instruments which purported guarantee was effected by the unauthorized use of a stamp or medallion of or belonging to the Insured which was lost, stolen or counterfeited and for which loss the Insured is legally liable."

2. Exclusion (f)(2) is amended by deleting the words "would be covered under Insuring Agreements (A) or (E)" and substituting the words "would be covered under Insuring Agreements (A), (E) or (F)."

3. Exclusion (m) is deleted in its entirety.

4. Conditions and Limitations, Section 15., Central Handling of Securities, is amended by deleting the first paragraph in its entirety and substituting the following language:

☐Securities included in the systems for the central handling of securities established and maintained by any depository used by the Insured, hereinafter called Corporations, to the extent of the Insured's interest therein as effective by the making of appropriate entries on the books and records of such Corporations shall be deemed to be Property.☐

RIDER #15 (Continued)

5. Conditions and Limitations, Section 16., Additional Companies Included as Insured, is amended, in paragraph (d), by deleting the words "any partner, officer or supervisory Employee of any Insured" and substituting the words "the Chief Compliance Officer, General Counsel or Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no Chief Compliance Officer, General Counsel or Treasurer exists)."

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

RIDER #16

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

**NOTICE AND CHANGE IN CONTROL/TERMINATION AMENDATORY
(Waiver For Specific Transaction(s))**

In consideration of the premium charged, it is hereby understood and agreed that, as of the effective time of the Putnam Investments Acquisition (as that term is defined below), the bond is hereby amended as follows:

1. Section 13. and Section 17. shall not apply to the following event(s):

The acquisition of Putnam Investments Trust by Great-West Lifeco Inc., (the "Putnam Investments Acquisition") a subsidiary of Power Financial Corporation, pursuant to that certain Stock Purchase Agreement dated as of January 31, 2007 between Great-West Lifeco Inc. and Marsh & McLennan Companies, Inc. relating to the purchase and sale of Putnam Investments Trust (the "Stock Purchase Agreement") with an effective time on the Closing Date (as such term is defined in the Stock Purchase Agreement).

2. It is further understood and agreed that, except as described above, Section 13. and Section 17. shall remain intact and in full force and effect and all terms, conditions and provisions of Section 13. and Section 17. remain unchanged.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

RIDER #17

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

DISCOVERY AMENDATORY

It consideration of the premium charged, it is hereby understood and agreed that, as of the effective time of the Putnam Investments Acquisition (as that term is defined below), the bond is hereby amended as follows:

1. Section 4. is hereby amended by deleting the second sentence of the first paragraph in its entirety and replacing it with the following:

At the earliest practicable moment after discovery of any loss hereunder, the Chief Compliance Officer, General Counsel or Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no such Chief Compliance Officer, General Counsel or Treasurer exists) shall give the Underwriter written notice thereof and shall also within six months after such discovery furnish to the Underwriter affirmative proof of loss with full particulars.

2. Section 4. is further amended by deleting the second paragraph in its entirety and replacing it with the following:

Discovery occurs when the Chief Compliance Officer, General Counsel or Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no such Chief Compliance Officer, General Counsel or Treasurer exists):

(a) becomes aware of facts, or

(b) receives written notice of an actual or potential claim by a third party which alleges that the Insured is liable under circumstances

which would cause a reasonable person to assume that a loss covered by the bond has been or will be incurred even though the exact amount or details of loss may not be then known.

RIDER #17 (Continued)

Solely for the purpose of the coverage provided by this rider, the Putnam Investments Acquisition shall mean the acquisition of Putnam Investments Trust by Great-West Lifeco Inc., a subsidiary of Power Financial Corporation, pursuant to that certain Stock Purchase Agreement dated as of January 31, 2007 between Great-West Lifeco Inc. and Marsh & McLennan Companies, Inc. relating to the purchase and sale of Putnam Investments Trust (the "Stock Purchase Agreement") with an effective time on the Closing Date (as such term is defined in the Stock Purchase Agreement).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

RIDER #18

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

AMENDED SECTION 13

It is agreed that:

1. The attached bond is hereby amended by deleting Section 13., TERMINATION, in its entirety and substituting the following:

The Underwriter may terminate this bond as an entirety by furnishing written notice specifying the termination date which cannot be prior to 60 days after the receipt of such written notice by each Investment Company named as Insured and the Securities and Exchange Commission, Washington, D.C. The Insured may terminate this bond as an entirety by furnishing written notice to the Underwriter. When the Insured cancels, the Insured shall furnish written notice to the Securities and Exchange Commission, Washington, D.C. prior to 60 days before the effective date of the termination. The Underwriter shall notify all other Investment Companies named as Insured of the receipt of such termination notice and the termination cannot be effective prior to 60 days after receipt of written notice by all other Investment Companies. Premiums are earned until the termination date as set forth herein.

This Bond will terminate as to any one Insured, (other than a registered management investment company), immediately upon taking over of such Insured by a receiver or other liquidator or by State or Federal officials, or immediately upon the filing of a petition under any State or Federal statute relative to bankruptcy or reorganization of the Insured, or assignment for the benefit of creditors of the Insured, or immediately upon such Insured ceasing to exist, whether through merger into another entity, or by disposition of all of its assets.

This Bond will terminate as to any registered management investment company upon the expiration of 60 days after written notice has been given to the Securities and Exchange Commission, Washington, D.C.

RIDER #18 (Continued)

The Underwriter shall refund the unearned premium computed at short rates in accordance with the standard short rate cancellation tables if terminated by the Insured or pro rata if terminated for any other reason.

This bond shall terminate

a. as to any Employee as soon as the Chief Compliance Officer, General Counsel or Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no Chief Compliance Officer, General Counsel or Treasurer exists) who is not in collusion with such Employee, shall learn of any dishonest or fraudulent act(s), including larceny or embezzlement on the part of such Employee without prejudice to the loss of any Property then in transit in the custody of such Employee and upon the expiration of sixty (60) days after written notice has been given to the Securities and Exchange Commission, Washington, D.C. (See Section 16(d)) and to the Insured Investment Company; or

b. as to any Employee 60 days after receipt by each Insured and by the Securities and Exchange Commission of a written notice from the Underwriter of its desire to terminate this bond as to such Employee; or

c. as to any person, who is a partner, officer or employee of any Electronic Data Processor covered under this bond, from and after the time that the Chief Compliance Officer, General Counsel or Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no Chief Compliance Officer, General Counsel or Treasurer exists) not in collusion with such person shall have knowledge or information that such person has committed any dishonest or fraudulent act(s), including larceny or embezzlement in the service of the Insured or otherwise,

whether such act be committed before or after the time this bond is effective and upon the expiration of sixty (60) days after written notice has been given by the Underwriter to the Securities and Exchange Commission, Washington DC and to the Insured Investment Company;

d. in the event the Chief Compliance Officer, General Counsel or Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no Chief Compliance Officer, General Counsel or Treasurer exists) learns of a prior dishonest act committed by a current or prospective Employee, provided the amount involved is less than \$25,000, the coverage is automatically reinstated provided the Chief Compliance Officer, General Counsel and Treasurer of Putnam Acquisition Financing Inc. (or the equivalent position if no Chief Compliance Officer, General Counsel or Treasurer exists) unanimously agree in writing to the reinstatement.

RIDER #18 (Continued)

e. notwithstanding anything in the foregoing to the contrary, the Underwriter agrees that this bond shall continue to apply in respect of those Employees for whom a waiver of a prior dishonesty was granted under any prior bond.

2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached bond other than as above stated.

RIDER #19

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy

number **060-88-79**

issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

It is agreed that:

1. The term "Underwriter" as used in the attached bond shall be construed to mean, unless otherwise specified in this rider, all the Companies executing the attached bond.

2. Each of said Companies shall be liable only for such proportion of any Single Loss under the attached bond as the amount underwritten by such Company, as specified in the Schedule forming a part hereof, bears to the Aggregate Limit of Liability of the attached bond, but in no event shall any of said Companies be liable for an amount greater than that underwritten by it.

3. In the absence of a request from any of said Companies to pay premiums directly to it, premiums for the attached bond may be paid to the Controlling Company for the account of all of said Companies.

4. In the absence of a request from any of said Companies that notice of claim and proof of loss be given to or filed directly with it, the giving of such notice to and the filing of such proof with, the Controlling Company shall be deemed to be in compliance with the conditions of the attached bond for the giving of notice of loss and the filing of proof of loss, if given and filed in accordance with said conditions.

5. The Controlling Company may give notice in accordance with the terms of the attached bond, terminating or canceling the attached bond as an entirety or as to any Employee, and any notice so given shall terminate or cancel the liability of all of said Companies as an entirety or as to such Employee, as the case may be.

6. Any Company other than the Controlling Company may give notice in accordance with the terms of the attached bond, terminating or canceling the entire liability of such other Company under the attached bond or as to any Employee.

7. In the absence of a request from any of said Companies that notice of termination or cancellation by the Insured of the attached bond in its entirety be given to or filed directly with it, the giving of such notice in accordance with the terms of the attached bond to the Controlling Company shall terminate or cancel the liability of all of said Companies as an entirety. The Insured may terminate or cancel the entire liability of any Company, other than the Controlling Company, under the attached bond by giving notice of such termination or cancellation to such other Company, and shall send copy of such notice to the Controlling Company.

RIDER #19 (Continued)

8. In the event of the termination or cancellation of the attached bond as an entirety, no Company shall be liable to the Insured for a greater proportion of any return premium due the Insured than the amount underwritten by such Company bears to the Aggregate Limit of Liability of the attached bond.

9. In the event of termination or cancellation of the attached bond as to any Company, such Company alone shall be liable to the Insured for any return premium due the Insured on account of such termination or cancellation. The termination or cancellation of the attached bond as to any Company other than the Controlling Company shall not terminate, cancel or otherwise affect the liability of the other Companies under the attached bond.

Underwritten for the sum of \$25,000,000, part of
\$70,000,000

National Union Fire
Insurance Company
of Pittsburgh, PA
Controlling Company

Underwritten for the sum of \$15,000,000, part of Great American \$70,000,000 Insurance Company

By: _____

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

Fidelity and Deposit
Company of Maryland

By: : _____

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

ACE American
Insurance Company

By:: _____

RIDER #19 (Continued)

10.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

RIDER #20

This endorsement, effective **12:01 A.M. November 01, 2007** forms a part of policy number **060-88-79** issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		INVESTMENT COMPANY BLANKET BOND-DEC-PAGE
41206	09/84	INVESTMENT COMPANY BLANKET BOND-GUTS
MNSCPT		COVERAGE TERRITORY ENDORSEMENT (OFAC)
MNSCPT		NAMED INSURED
MNSCPT		COMPUTER SYSTEMS
MNSCPT		VOICE INITIATED FUNDS TRANSFERS
MNSCPT		TELEFACSIMILE TRANSFER FRAUD
MNSCPT		AUTOMATED PHONE SYSTEM
MNSCPT		UNAUTHORIZED SIGNATURES
MNSCPT		CLAIMS EXPENSE
MNSCPT		DESTRUCTION OF DATA OR PROGRAMS BY HACKER
MNSCPT		DESTRUCTION OF DATA OR PROGRAMS BY VIRUS
MNSCPT		INSURING AGREEMENT (A) FIDELITY

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MNSCPT	AMENDED FORGERY OR ALTERATION
MNSCPT	AMENDED COUNTERFEIT CURRENCY
MNSCPT	INSURING AGREEMENT (D) IN TRANSIT
MNSCPT	INSURING AGREEMENT (F) SECURITIES
MNSCPT	NOTICE AND CHANGE IN CONTROL/TERMINATION AMENDATORY
MNSCPT	DISCOVERY AMENDATORY
MNSCPT	AMENDED SECTION 13
MNSCPT	COSURETY RIDER
MNSCPT	FORMS INDEX ENDORSEMENT

ALL OTHER TERMS, CONDITION AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

RIDER# 21

This rider, effective **12:01 A.M. November 1, 2007** forms a part of
bond number **060-88-79**
issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by National Union Fire Insurance Company of
Pittsburgh, PA

It is agreed that:

1. Rider #2 is amended, in paragraph 3., by deleting the name Putnam U.S. Holdings Inc. and substituting the name Putnam U.S. Holdings LLC.

Underwritten for the sum of \$25,000,000, part of \$70,000,000
National Union Fire Insurance Company of Pittsburgh, PA
Controlling Company

Underwritten for the sum of \$15,000,000, part of Great American

\$70,000,000

Insurance Company

By:

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

Fidelity and Deposit
Company of Maryland

By:

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

ACE American
Insurance Company

By:

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

COPY

RIDER# 22

This rider, effective **12:01 A.M. December 4, 2007** forms a part of
bond number **060-88-79**
issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by National Union Fire Insurance Company of
Pittsburgh, PA

It is agreed that:

1. Rider #2 is amended, in paragraph 3., by adding the following name: Putnam Investments, LLC.

Underwritten for the sum of \$25,000,000, part of
\$70,000,000

National Union Fire Insurance
Company of Pittsburgh, PA
Controlling Company

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

Great American
Insurance Company

By:

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

Fidelity and Deposit
Company of Maryland

By:

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

ACE American
Insurance Company

By:

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

COPY

AUTHORIZED REPRESENTATIVE

RIDER# 23

This rider, effective **12:01 A.M. December 4, 2007** forms a part of
bond number **060-88-79**
issued to **THE GEORGE PUTNAM FUND OF BOSTON**

by National Union Fire Insurance Company of
Pittsburgh, PA

It is agreed that:

1. Rider #2 is amended, in paragraph 2., by deleting the name Putnam Acquisition Financing Inc. wherever it appears and substituting the name Putnam Investments, LLC.
2. Rider #15 is amended, in paragraph 5., by deleting the name Putnam Acquisition Financing Inc. and substituting the name Putnam Investments, LLC.
3. Rider #17 is amended, in paragraphs 1. and 2., by deleting the name Putnam Acquisition Financing Inc. and substituting the name Putnam Investments, LLC.
4. Rider #18 is amended, in paragraph 1.a., 1.c. and 1.d., by deleting the name Putnam Acquisition Financing Inc. wherever it appears and substituting the name Putnam Investments, LLC.

Underwritten for the sum of \$25,000,000, part of
\$70,000,000

National Union Fire
Insurance Company
of Pittsburgh, PA

Controlling Company

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

Great American
Insurance Company

By:

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

Fidelity and Deposit
Company of Maryland

By:

COPY

RIDER# 23
(continued)

Underwritten for the sum of \$15,000,000, part of
\$70,000,000

ACE American
Insurance Company

By:

5. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached bond other than as above stated.

COPY

Chubb Group of Insurance Companies

15 Mountain View Road, Warren, New Jersey 07059

**DECLARATIONS
FINANCIAL INSTITUTION
EXCESS BOND FORM E**

NAME OF ASSURED:

Bond Number: 81948056

THE GEORGE PUTNAM FUND OF BOSTON

FEDERAL INSURANCE COMPANY

One Post Office Square
Boston, MA 02109

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, 2007
to 12:01 a.m. on November 1, 2008

ITEM 2. AGGREGATE LIMIT OF LIABILITY: \$10,000,000.

ITEM 3. SINGLE LOSS LIMIT OF LIABILITY:\$10,000,000.

ITEM 4. DEDUCTIBLE AMOUNT: \$70,150,000.

ITEM 5. PRIMARY BOND:

Insurer: National Union Fire Insurance Company of Pittsburgh, PA
Form and Bond No.: Investment Company Blanket Bond, Form 41206 (9-84), Bond No. 060-88-79
Limit: \$70,000,000.
Deductible: \$150,000./\$5,000.
June 15, 2006 to
Bond Period: June 15, 2007

ITEM 6. COVERAGE EXCEPTIONS TO PRIMARY BOND:

NOTWITHSTANDING ANY COVERAGE PROVIDED BY THE PRIMARY BOND, THIS EXCESS BOND DOES NOT DIRECTLY OR INDIRECTLY COVER:

None

ITEM 7. TOTAL OF LIMITS OF LIABILITY OF OTHER UNDERLYING BONDS, EXCESS OF PRIMARY BOND:

None

ITEM 8. THE LIABILITY OF THE COMPANY IS ALSO SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS EXECUTED SIMULTANEOUSLY HEREWITH:

1 - 2

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

Excess Bond (7-92)
Form 17-02-0842 (Ed. 7-92) Page 1 of 1

The COMPANY, in consideration of the required premium, and in reliance on the statements 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 Clause

Loss which would have been paid under the **Primary Bond** but for the fact the loss exceeds the **Deductible Amount**.

Coverage under this bond shall follow the terms and conditions of the **Primary Bond**,

except with respect to:

- a. The coverage exceptions in ITEM 6. of the DECLARATIONS; and
- b. The limits of liability as stated in ITEM 2. and ITEM 3. of the DECLARATIONS.

With respect to the exceptions stated above, the provisions of this bond shall apply.

General Agreements

*Change Or Modification
Of Primary Bond*

- A. If after the inception date of this bond the **Primary Bond** is changed or modified, written notice of any such change or modification shall be given to the COMPANY as soon as practicable, not to exceed thirty (30) days after such change or modification, together with such information as the COMPANY may request. There shall be no coverage under this bond for any loss related to such change or modification until such time as the COMPANY is advised of and specifically agrees by written endorsement to provide coverage for such change or modification.

*Representations Made
By Assured*

- B. The ASSURED represents that all information it has furnished to the COMPANY for this bond or otherwise is complete, true and correct. Such information constitutes 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 misrepresentation, omission, concealment or incorrect statement of a material fact by the ASSURED to the COMPANY shall be grounds for rescission of this bond.

*Notice To Company Of
Legal Proceedings Against
Assured - Election To
Defend*

- C. The ASSURED shall notify the COMPANY at the earliest practical moment, not to exceed thirty (30) days after the ASSURED receives notice, of any legal proceeding brought to determine the ASSURED S liability for any loss, claim or damage which, if established, would constitute a collectible loss under this bond or any of the **Underlying Bonds**. Concurrent with such notice, and as requested thereafter, the ASSURED shall furnish copies of all pleadings and pertinent papers to the COMPANY.

Excess Bond (7-92) R

Form 17-02-0842 (Ed. 7-92) R Page 1 of 5

General Agreements

*Notice To Company Of
Legal Proceedings Against
Assured - Election To
Defend
(continued)*

If the COMPANY elects to defend all or part of any legal proceeding, the court costs and attorneys fees incurred by the COMPANY and any settlement or judgment on that part defended by the COMPANY shall be a loss under this bond. The COMPANY S liability for court costs and attorneys fees incurred in defending all or part of such legal proceeding is limited to the proportion of such court costs

and attorneys' fees incurred that the amount recoverable under this bond bears to the amount demanded in such legal proceeding.

If the COMPANY declines to defend the ASSURED, no settlement without the prior written consent of the COMPANY or judgment against the ASSURED shall determine the existence, extent or amount of coverage under this bond, and the COMPANY shall not be liable for any costs, fees and expenses incurred by the ASSURED.

Conditions And Limitations

Definitions

1. As used in this bond:
 - a. **Deductible Amount** means the amount stated in ITEM 4. of the DECLARATIONS. In no event shall this **Deductible Amount** be reduced for any reason, including but not limited to, the non-existence, invalidity, insufficiency or uncollectibility of any of the **Underlying Bonds**, including the insolvency or dissolution of any Insurer providing coverage under any of the **Underlying Bonds**.
 - b. **Primary Bond** means the bond scheduled in ITEM 5. of the DECLARATIONS or any bond that may replace or substitute for such bond.
 - c. **Single Loss** means all covered loss, including court costs and attorneys' fees incurred by the COMPANY under General Agreement C., resulting from:
 - (1) any one act of burglary, robbery or attempt either, in which no employee of the ASSURED is implicated, or
 - (2) any one act or series of related acts on the part of any person resulting in damage to or destruction or misplacement of property, or
 - (3) all acts other than those specified in c.(1) and c.(2), caused by any person or in which such person is implicated, or
 - (4) any one event not specified above, in c.(1), c.(2) or c.(3).
 - d. **Underlying Bonds** means the **Primary Bond** and all other insurance coverage referred to in ITEM 7. of the DECLARATIONS.

Excess Bond (7-92)

Form 17-02-0842 (Ed. 7-92) Page 2 of 5

Conditions And Limitations

(continued)

Limit Of Liability

2. The COMPANY'S total cumulative liability for all **Single Losses** of all ASSURED'S discovered during the BOND PERIOD shall not exceed the AGGREGATE LIMIT OF LIABILITY as stated in ITEM 2. of the DECLARATIONS. Each payment made under the terms of this bond shall reduce the unpaid portion of the AGGREGATE

Aggregate Limit Of

Liability

LIMIT OF LIABILITY until it is exhausted.

On exhausting the AGGREGATE LIMIT OF LIABILITY by such payments:

- a. the COMPANY shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the COMPANY, and
- b. the COMPANY shall have no obligation under General Agreement C. to continue the defense of the ASSURED, and on notice by the COMPANY to the ASSURED that the AGGREGATE LIMIT OF LIABILITY has been exhausted, the ASSURED shall assume all responsibility for its defense at its own cost.

The unpaid portion of the AGGREGATE LIMIT OF LIABILITY shall not be increased or reinstated by any recovery made and applied in accordance with Section 4. In the event that a loss of property is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the AGGREGATE LIMIT OF LIABILITY.

Single Loss Limit Of Liability

The COMPANY S liability for each **Single Loss** shall not exceed the SINGLE LOSS LIMIT OF LIABILITY as stated in ITEM 3. of the DECLARATIONS or the unpaid portion of the AGGREGATE LIMIT OF LIABILITY, whichever is less.

Discovery

3. This bond applies only to loss first discovered by the ASSURED during the BOND PERIOD. Discovery occurs at the earlier of the ASSURED being aware of:
 - a. facts which may subsequently result in a loss of a type covered by this bond, or
 - b. an actual or potential claim in which it is alleged that the ASSURED is liable to a third party,

regardless of when the act or acts causing or contributing to such loss occurred, even though the amount of loss does not exceed the applicable **Deductible Amount**, or the exact amount or details of loss may not then be known.

Subrogation-Assignment-Recovery

4. In the event of a payment under this bond, the COMPANY shall be subrogated to all of the ASSURED S rights of recovery against any person or entity to the extent of such payments. On request, the ASSURED shall deliver to the COMPANY an assignment of the ASSURED S rights, title and interest and causes of action against any person or entity to the extent of such payment.

**Conditions And
Limitations**

*Subrogation-Assignment-
Recovery
(continued)*

Recoveries, whether effected by the COMPANY or by the ASSURED, shall be applied net of the expense of such recovery, first, to the satisfaction of the ASSURED S loss which would otherwise have been paid but for the fact that it is in excess of the AGGREGATE LIMIT OF LIABILITY, second, to the COMPANY in satisfaction of amounts paid in settlement of the ASSURED S claim and third, to the ASSURED in satisfaction of the DEDUCTIBLE AMOUNT. Recovery from reinsurance and/or indemnity of the COMPANY shall not be deemed a recovery under this Section.

Cooperation Of Assured

5. At the COMPANY S request and at reasonable times and places designated by the COMPANY the ASSURED shall:
- a. submit to examination by the COMPANY and subscribe to the same under oath, and
 - b. produce for the COMPANY S examination all pertinent records, and
 - c. cooperate with the COMPANY in all matters pertaining to the loss.
- The ASSURED shall execute all papers and render assistance to secure to the COMPANY the rights and causes of action provided for under this bond. The ASSURED shall do nothing after loss to prejudice such rights or causes of action.

Termination

6. This bond terminates as an entirety on the earliest occurrence of any of the following:
- a. sixty (60) days after the receipt by the ASSURED of a written notice from the COMPANY of its decision to terminate this bond, or
 - b. immediately on the receipt by the COMPANY of a written notice from the ASSURED of its decision to terminate this bond, or
 - c. immediately on the appointment of a trustee, receiver or liquidator to act on behalf of the ASSURED, or the taking over of the ASSURED by State or Federal officials, or
 - d. immediately on the dissolution of the ASSURED, or
 - e. immediately on exhausting the AGGREGATE LIMIT OF LIABILITY, or
 - f. immediately on expiration of the BOND PERIOD, or
 - g. immediately on cancellation, termination or rescission of the **Primary Bond**.

Conformity

7. If any limitation within this bond is prohibited by any law controlling this bond s construction, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.

2. By deleting in its entirety Section 2., Limit of Liability, and substituting the following:
Section 2. Single Loss Limit of Liability
The COMPANY S liability for each **Single Loss** discovered during the BOND PERIOD shall not exceed the applicable SINGLE LOSS LIMIT OF LIABILITY as stated in ITEM 3. of the DECLARATIONS. If a **Single Loss** is covered under more than one INSURING CLAUSE, the maximum payable shall not exceed the largest applicable SINGLE LOSS LIMIT OF LIABILITY.
3. By deleting in its entirety the second paragraph of Section 4., Subrogation-Assignment-Recovery, and substituting the following:
Recoveries, whether effected by the COMPANY or by the ASSURED, shall be applied net of the expense of such recovery, first, to the satisfaction of the ASSURED S loss which would otherwise have been paid, second, to the COMPANY in satisfaction of amounts paid in settlement of the ASSURED S claim and third, to the ASSURED in satisfaction of the DEDUCTIBLE AMOUNT. Recovery from reinsurance and/or indemnity of the COMPANY shall not be deemed a recovery under this Section.
4. By deleting in its entirety subparagraph e. from Section 6, Termination.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Bond shall remain unchanged.

14-02-13158 (05/2007) Page 1

IMPORTANT NOTICE TO POLICYHOLDERS

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter Chubb) distribute their products through licensed insurance brokers and agents (producers). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

10-02-1295 (ed. 5/2007)

Chubb & Son, div. of Federal Insurance Company
as manager of the member insurers of the
Chubb Group of Insurance Companies

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002 (the Act) effective November 26, 2002, this policy makes available to you insurance for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ -0-.

If you have any questions about this notice, please contact your agent or broker.

Form 10-02-1281 (Ed. 1/2003)

FEDERAL INSURANCE COMPANY

Endorsement No: 3
Bond Number: 819

NAME OF ASSURED: THE GEORGE PUTNAM FUND OF BOSTON

NAME OF ASSURED ENDORSEMENT

It is agreed that the NAME OF ASSURED in the DECLARATIONS is amended to read as follows:
THE GEORGE PUTNAM FUND OF BOSTON, AS MORE FULLY DESCRIBED IN THE UNDERLYING
PRIMARY BOND REFERRED TO IN ITEM 5. OF THE DECLARATIONS.

This Endorsement applies to loss discovered after 12:01 a.m. on November 1, 2007.
ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: December 5, 2007

ICAP Bond
Form 17-02-0949 (Ed. 1-97) Page 1

FEDERAL INSURANCE COMPANY

Endorsement No.: 4

Bond Number: 81948056

NAME OF ASSURED: THE GEORGE PUTNAM FUND OF BOSTON

CANCELLATION ENDORSEMENT

It is agreed that in consideration of a return premium of \$16,236.00, this Bond is cancelled effective May 12, 2008 12:01 A.M. local time at the address shown on the DECLARATIONS.

This Endorsement applies to loss discovered after 12:01 a.m. on May 12, 2008.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

General Use
Form 17-02-5519 (Ed. 8-03)

Exhibit 2

Resolutions adopted by the Board of Trustees of the Putnam Funds on May 8, 2008

VOTED: That the action of each Fund in joining the other Putnam Funds, Putnam Investment Management, LLC, Putnam Retail Management Limited Partnership, Putnam Fiduciary Trust Company and certain of their affiliates to reduce the total amount of their joint Registered Management Investment Company fidelity bonds covering larceny and embezzlement and certain other acts to \$70 million, is approved, it being the understanding of each Fund that the reduction in the cost of the bonds to the Fund will be the Fund's ratable share of the premium reduction for the bonds for the period ending November 1, 2008 of which 85% of the cost is allocated to The Putnam Funds, based on the net asset value from time to time of

the Fund and the other Putnam Funds party to the bonds.

VOTED: To approve specifically the form and amount of the bonds referred to in the preceding vote, after consideration of all relevant factors including each Fund's aggregate assets to which persons covered by the bonds have access, the type and terms of arrangements made for custody and safekeeping of assets, and the nature of the securities held.

Resolutions adopted by the Board of Trustees of TH Lee, Putnam Investment Trust on June 11, 2008

RESOLVED: That the action of the Fund in joining the Putnam Funds, TH Lee, Putnam Capital Management, LLC, Putnam Retail Management Limited Partnership, Putnam Fiduciary Trust Company and certain of their affiliates to reduce the total amount of their joint Registered Management Investment Company fidelity bonds covering larceny and embezzlement and certain other acts to \$70 million, is ratified and approved, it being the understanding of the Fund that the reduction in the cost of the bonds to the Fund will be the Fund's ratable share of the premium reduction for the bonds for the period ending November 1, 2008 (of which 85% of the cost is allocated to the Fund and The Putnam Funds), based on the net asset value from time to time of the Fund and the Putnam Funds party to the bonds.

RESOLVED: To ratify and approve specifically the form and amount of the bonds referred to in the preceding vote, after consideration of all relevant factors, including the Fund's aggregate assets, to which persons covered by the bonds have access, the type and terms of arrangements made for custody and safekeeping of assets, and the nature of the securities held.

Exhibit 3

AGREEMENT

WHEREAS the undersigned parties have determined that it is in their best interests to enter into a joint fidelity bond, which bond is intended to meet the applicable standards of Rule 17g-1 under the Investment Company Act of 1940 (the "Act"); and

WHEREAS Rule 17g-1 under the Act requires that each registered management investment company entering into a joint fidelity bond shall agree with the other named insureds as to the allocation of the recovery received under the joint bond as a result of the loss sustained by the registered management investment company and one or more of the other named insureds.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the undersigned parties hereby agree as follows:

1. In the event recovery is received under the policy as a result of a loss sustained by one or more of the registered management investment companies named below and one or more other named insureds, the registered management investment company shall receive an equitable and proportionate share of the recovery, but at least equal to the amount it would have received had it provided and maintained a single insured bond with the minimum coverage required under Rule 17g-1.

1 under the Investment Company Act of 1940.

2. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

3. A copy of the Declaration of Trust of each of the registered management investment companies is on file with the Secretary of The Commonwealth of Massachusetts, and notice is hereby given that this instrument is executed on behalf of the Trustees of each registered management investment company as Trustees and not individually and that the obligations of or arising out of this instrument are not binding upon any of the Trustees, officers or shareholders individually but are binding only upon the assets and property of the registered management investment company.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned registered management investment companies has caused this Agreement to be executed by a duly authorized, officer as of June 17, 2008.

THE PUTNAM FUNDS LISTED ON EXHIBIT A

BY: /s/ Charles E. Porter
Charles E. Porter
Executive Vice President, Principal Executive Officer, Associate Treasurer and Compliance
Liaison

TH LEE, PUTNAM INVESTMENT TRUST
for TH Lee, Putnam Emerging Opportunities Portfolio

BY: /s/ James F. Clark
James F. Clark
Vice President

PUTNAM INVESTMENT MANAGEMENT, LLC
PUTNAM RETAIL MANAGEMENT LIMITED PARTNERSHIP

BY: /s/ James P. Pappas
James P. Pappas
Managing Director

PUTNAM FIDUCIARY TRUST COMPANY

BY: /s/ Karen R. Kay
Karen R. Kay
Managing Director

TH LEE, PUTNAM CAPITAL MANAGEMENT, LLC

BY: /s/ James F. Clark
James F. Clark
Vice President

PUTNAM INVESTMENTS, LLC

BY: /s/ James F. Clark
James F. Clark
Senior Vice President

PUTNAM FUNDS

Putnam American Government Income Fund
Putnam Arizona Tax Exempt Income Fund
Putnam Asset Allocation Funds
 -Balanced Portfolio
 -Conservative Portfolio
 -Growth Portfolio
Putnam California Tax Exempt Income Fund
Putnam Capital Appreciation Fund
Putnam Classic Equity Fund
Putnam Convertible Income-Growth Trust
Putnam Discovery Growth Fund
Putnam Diversified Income Trust
Putnam Equity Income Fund
Putnam Europe Equity Fund
Putnam Funds Trust
 -Putnam Emerging Markets Equity Fund
 -Putnam Floating Rate Income Fund
 -Putnam Income Strategies Fund
 -Putnam International Growth and Income Fund
 -Putnam Municipal Money Market Fund
 -Putnam Prime Money Market Fund
 -Putnam Small Cap Growth Fund

- Putnam Total Return Fund
- The George Putnam Fund of Boston
- Putnam Global Equity Fund
- Putnam Global Income Trust
- Putnam Global Natural Resources Fund
- The Putnam Fund for Growth and Income
- Putnam Health Sciences Trust
- Putnam High Income Securities Fund
- Putnam High Yield Advantage Fund
- Putnam High Yield Trust
- Putnam Income Fund
- Putnam International Equity Fund

Putnam Investment Funds

- Putnam Capital Opportunities Fund
- Putnam Growth Opportunities Fund
- Putnam International Capital Opportunities Fund
- Putnam International New Opportunities Fund
- Putnam Mid Cap Value Fund
- Putnam New Value Fund
- Putnam Research Fund
- Putnam Small Cap Value Fund

Putnam Investors Fund

Putnam Managed Municipal Income Trust

Putnam Massachusetts Tax Exempt Income Fund

Putnam Master Intermediate Income Trust

Putnam Michigan Tax Exempt Income Fund

Putnam Minnesota Tax Exempt Income Fund

Putnam Money Market Fund

Putnam Municipal Opportunities Trust

Putnam New Jersey Tax Exempt Income Fund

Putnam New Opportunities Fund

Putnam New York Tax Exempt Income Fund

Putnam Ohio Tax Exempt Income Fund

Putnam OTC & Emerging Growth Fund

Putnam Pennsylvania Tax Exempt Income Fund

Putnam Premier Income Trust

Putnam RetirementReady® Funds

- Putnam RetirementReady 2050 Fund
- Putnam RetirementReady 2045 Fund
- Putnam RetirementReady 2040 Fund
- Putnam RetirementReady 2035 Fund
- Putnam RetirementReady 2030 Fund
- Putnam RetirementReady 2025 Fund
- Putnam RetirementReady 2020 Fund
- Putnam RetirementReady 2015 Fund
- Putnam RetirementReady 2010 Fund
- Putnam RetirementReady Maturity Fund

Putnam Tax Exempt Income Fund

Putnam Tax Exempt Money Market Fund

Putnam Tax-Free Income Trust

- Putnam AMT-Free Insured Municipal Fund
 - Putnam Tax-Free High Yield Fund
-

Putnam Tax Smart Funds Trust

- Putnam Tax Smart Equity Fund®

Putnam U.S. Government Income Trust

Putnam Utilities Growth and Income Fund

Putnam Variable Trust

- Putnam VT American Government Income Fund
- Putnam VT Capital Appreciation Fund
- Putnam VT Capital Opportunities Fund
- Putnam VT Discovery Growth Fund
- Putnam VT Diversified Income Fund
- Putnam VT Equity Income Fund
- Putnam VT The George Putnam Fund of Boston
- Putnam VT Global Asset Allocation Fund
- Putnam VT Global Equity Fund
- Putnam VT Growth and Income Fund
- Putnam VT Growth Opportunities Fund
- Putnam VT Health Sciences Fund
- Putnam VT High Yield Fund
- Putnam VT Income Fund
- Putnam VT International Equity Fund
- Putnam VT International Growth and Income Fund
- Putnam VT International New Opportunities Fund
- Putnam VT Investors Fund
- Putnam VT Mid Cap Value Fund
- Putnam VT Money Market Fund
- Putnam VT New Opportunities Fund
- Putnam VT New Value Fund
- Putnam VT OTC & Emerging Growth Fund
- Putnam VT Research Fund
- Putnam VT Small Cap Value Fund
- Putnam VT Utilities Growth and Income Fund
- Putnam VT Vista Fund
- Putnam VT Voyager Fund

Putnam Vista Fund

Putnam Voyager Fund
