



**Pennsylvania Local Government Investment Trust
Certificate of Deposit Placement Program
Program Application and Investment Advisory Agreement**

Note: You are referred to herein as "Participant." You must be a shareholder in the PLGIT Portfolio (the "Portfolio") of the Pennsylvania Local Government Investment Trust (the "Trust") in order to enter into this agreement (the "Agreement") with PFM Asset Management LLC (the "Advisor") for investment advisory services in connection with your direct purchase of certificates of deposit ("CDs") through the PLGIT Certificate of Deposit Placement Program (the "Program").

1. Participant Details

Name of Participant	Taxpayer ID #
Address	City
E-mail address	State
	Zip
	Telephone Number

2. Authorized Persons

Each of the following persons is authorized to act on behalf of Participant under this Agreement:

Name	Title
Name	Title
Name	Title

Additional authorized representatives may be designated by Participant pursuant to Section 6M hereof.

3. Participant's Designated Portfolio Account

The following account of Participant in the Portfolio is the "Designated Portfolio Account" for purposes of this Agreement:

<u>Number of Designated Portfolio Account</u>	<u>Name of Designated Portfolio Account</u>



4. The Program

The Trust has established the Program in order to provide local governments in Pennsylvania with an additional investment vehicle to complement the investment portfolios provided by the Trust. The Trust has entered into a contract with PFM Asset Management LLC ("PFM") under which PFM serves as Program administrator to the Trust and as investment adviser to participants in the Program under general guidelines established by the Trust. Upon entering into this Agreement, PFM will serve as investment adviser to you with respect to your purchase of CDs under the Program.

Under the Program, Participant may directly purchase CDs which are intended to be fully insured by the Federal Deposit Insurance Corporation ("FDIC"). Participant's purchase of CDs is to be funded from the Designated Portfolio Account of Participant, and the payment of interest and the repayment of principal by the financial institution issuing a CD will be deposited in the Designated Portfolio Account of Participant.

The CDs in which Participant invests under the Program are direct investments of Participant, are not assets of the Trust, and are not held in the Portfolio or any other portfolio of the Trust.

Participant has been provided with an Information Statement for the Program and should review the Information Statement before purchasing CDs through the Program.

Your Designated Portfolio Account is an account within the Portfolio of the Trust. You have been provided with a separate Information Statement which describes the Portfolio and certain other portfolios of the Trust, and you should review that Information Statement with respect to the operation of the Portfolio.

5. Purchase of Certificates of Deposit

Participant represents that CDs insured by the Federal Deposit Insurance Corporation ("FDIC") are permitted investments of Participant under applicable state and federal laws and Participant's investment policies. Participant acknowledges that, although Advisor will restrict participation in the Program by financial institutions to those financial institutions which meet the criteria set forth in the Information Statement for the Program, the financial institutions that participate in the Program are generally small in size and are not rated by national credit rating organizations. The CDs will not be collateralized. Hence there will be reliance on federal deposit insurance and it is crucial that Participant's CDs be fully covered by FDIC insurance.

The FDIC insurance limits are set forth in the Federal Deposit Insurance Act, 12 U.S.C. §§1811 *et seq.*, and in the related regulations found in Part 330 of Title 12 of the Code of Federal Regulations (12 C.F.R. Part 330). You should review these regulations with your solicitor to ensure your compliance. You are ultimately responsible for your own compliance with the FDIC insurance regulations.

Participant understands that (i) CDs in amounts above applicable FDIC insurance limits are not insured, and (ii) in determining FDIC insurance limits Federal regulations provide that all amounts deposited by a depositor, including amounts deposited directly, through brokers or through other means in a financial institution regardless of the source will be combined in determining the insurance limit.

For purposes of operating the Program, the Advisor will assume, unless Participant informs the Advisor to the contrary, that Participant is entitled to the full limit of FDIC insurance in any FDIC-insured financial institution.

The Advisor will maintain records of all deposits made by Participant through the Program to assist Participant in maintaining CDs within applicable insurance limits, but the Advisor is not responsible for deposits made directly by Participant outside of the Program or through other arrangements outside of the Program. It is Participant's sole responsibility to determine that deposits made directly by Participant outside of the Program or through other arrangements outside of the Program do not cause the CDs purchased by Participant under the Program to exceed the insurance limit. The Advisor will not monitor deposits made directly by Participant outside of the Program or through other arrangements outside of the Program, and the Advisor has no responsibility therefor.



The Advisor strongly recommends that Participant not purchase CDs under the Program from any financial institution with which Participant has a depository relationship outside of the Program.

Before initiating any transaction for the purchase of a CD under the Program, the Advisor will require that an authorized representative of Participant affirm that the transaction will not put Participant in a position of exceeding the applicable FDIC insurance limits with respect to the CD.

CDs purchased by Participant under the Program are generally not negotiable and not liquid. Substantial penalties may apply if Participant wishes to make an early withdrawal.

6. Additional Terms and Conditions

- A. Advisor's Duties. At the request of Participant, Advisor will timely advise Participant of CDs available to satisfy Participant's investment requirements and the advantages and disadvantages of such investments. Advisor will use its best efforts to obtain the most favorable execution and interest rate in connection with the purchase and sale of CDs selected by Participant.
- B. Investments. The Advisor and Participant agree that all CDs acquired by Participant under the Program shall be: (i) approved in advance of purchase by an authorized representative of Participant as stated above; and (ii) purchased directly from the issuers of such CDs or through such brokers as the Advisor selects.
- C. Safekeeping of CDs; Payment of Principal and Interest. Each CD will be issued by the financial institution in book-entry form and the book-entry registration shall be maintained by the financial institution. A safekeeping receipt or copy of the CD will be provided by the financial institution to Participant and should be retained as evidence of the deposit. Participant authorizes Advisor, in its capacity as transfer agent of the Portfolio, to redeem shares in Participant's Designated Portfolio Account, and Participant authorizes the custodian of the Portfolio to wire cash from Participant's Designated Portfolio Account to financial institutions that will issue CDs being purchased by Participant. As a convenience, and to simplify Participant's record keeping requirements, all principal and interest from the CDs will be credited to Participant's Designated Portfolio Account promptly upon receipt by the custodian of the Portfolio. Advisor shall not take possession of cash or securities to effect any transaction in Participant's Designated Portfolio Account and shall have no responsibility in connection therewith.
- D. Advisory Fee; Expenses. Participant shall pay to Advisor a management fee not greater than 0.25% per annum of the cost of CDs purchased by Participant under the Program. Participant authorizes the Advisor to charge Participant's Designated Portfolio Account for the management fee and authorizes the custodian of the Portfolio to disburse funds from Participant's Designated Portfolio Account for the payment of the management fee to the Advisor using the method selected below:
- The entire management fee will be deducted from Participant's Designated Portfolio Account upon settlement of the CD (refundable pro rata in the event of an early withdrawal).
 - The monthly amount of the management fee will be deducted from Participant's Designated Portfolio Account after the close of each month.

If sufficient funds are not available in Participant's Designated Portfolio Account to pay the management fee, Participant agrees to compensate the Advisor from other sources within 30 calendar days of receiving an invoice. Participant shall be responsible for the payment of all of its own expenses with regard to CDs purchased under the Program, including, without limitation, taxes, commissions, transaction fees and insurance, except the Advisor is responsible for all fees of the custodian of the Portfolio and brokerage fees associated with CDs with respect to the Program.



- E. Non-Exclusivity. Participant has no obligation to purchase any CD recommended by Advisor. Participant acknowledges and agrees that Advisor serves as investment adviser to numerous individual governments and pools of government investment funds and that Advisor will continue to do so without any special obligation to Participant in this regard.
- F. Termination. This Agreement may be terminated by Participant or Advisor at any time, without cause, by notice in writing transmitted by first class mail or recognized courier service. This Agreement will terminate automatically and without notice in the event that Advisor shall cease to be the investment adviser for the Portfolio or in the event that Participant shall withdraw as a Participant of the Portfolio. Notwithstanding the foregoing, termination shall not relieve Participant of its obligation to pay any management fee which has become payable to Advisor.
- G. Status of Advisor. Advisor is an investment adviser, registered with the Securities and Exchange Commission under the Investment Adviser's Act of 1940. Advisor agrees that it will not deal with itself or with any other affiliated company or individual in making purchases or sales of CDs pursuant to this engagement and will have no other interest in the purchase or sale of CDs except as described in this Agreement.
- H. Advisor's Disclosure Statement. Participant acknowledges that Advisor has furnished to Participant a copy of Part II of Advisor's Form ADV as prescribed by the Securities and Exchange Commission at least five business days prior to the execution of this Agreement.
- I. Information Statement. Participant acknowledges that Advisor has furnished to Participant a copy of the PLGIT CD Placement Program Information Statement. Participant should review the Information Statement before purchasing CDs through the Program.
- J. Reports. Advisor will provide Participant with an advice of each CD purchase and a monthly statement showing purchases and sales (or maturities) of CDs, earnings received and a detailed history of CDs held by Participant on the last business day of each month.
- K. Assignment. This Agreement is not assignable by either Advisor or Participant and will terminate automatically in the event of an attempted assignment.
- L. The Trust. The Trust does not issue or insure the CDs. The Trust does not in any way guarantee the payment of principal or interest on the CDs. The Trust is not acting as a broker-dealer or an investment adviser with respect to the CDs. Participant's investment advisory relationship is with the Advisor. The Trust is not responsible for specific CD purchases of Participant or for Participant's compliance with the FDIC insurance limits. The Trust is a Pennsylvania common law trust. Any party entering into this Agreement or relying hereon is expressly put on notice of the limitation of liability of any shareholder, trustee, initial settlor, officer, employee or agent of the Trust as set forth in Article V of the Trust's Declaration of Trust and agrees that, with respect to obligations assumed by the Trust pursuant to this Agreement or with respect to the Program, such party will not seek satisfaction of any such obligation from any shareholder, trustee, initial settlor, officer, employee or agent of the Trust, individually, but only from the Trust's Portfolio trust estate. Nor shall such party seek satisfaction of any such obligation from any shareholder, trustee, initial settlor, officer, employee or agent of the Trust solely on the basis of his, her or its status as a shareholder, trustee, initial settlor, officer, employee or agent of the Trust



M. General. This Agreement is the entire agreement between the parties with respect to Advisor's advisory service in regard to the purchase of CDs by Participant under the Program and may be modified only in writing signed by both parties (except that Participant unilaterally may add or delete names of persons authorized by Participant to give instructions to Advisor, effective upon Advisor's receipt of such notice). This Agreement shall be construed in accordance with the internal laws of the Commonwealth of Pennsylvania. Advisor and Participant agree that should a disagreement arise as to performance under this Agreement, the parties will attempt in good faith to resolve such disagreement without litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

ADVISOR

PFM ASSET MANAGEMENT LLC

Date: _____

By: _____
Managing Director

PARTICIPANT

Name of Participant

Date: _____

By: _____
Signature

Title