# SECURITIES AND EXCHANGE COMMISSION

# **FORM 40-17G**

Fidelity bond filed pursuant to Rule 17g1(g)(1) of the Investment Company Act of 1940

Filing Date: **2009-10-22 SEC Accession No.** 0000940394-09-000800

(HTML Version on secdatabase.com)

# **FILER**

TAX MANAGED SMALL CAP VALUE PORTFOLIO  CIK:1163515  IRS No.: 010553915   State of Incorp.:MA   Fiscal Year End: 1031  Type: 40-17G   Act: 40   File No.: 811-10599   Film No.: 091132161	Mailing Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109	Business Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 800-225-6265
ASIAN SMALL COMPANIES PORTFOLIO CIK:1006140  IRS No.: 043301090 Type: 40-17G   Act: 40   File No.: 811-07529   Film No.: 091132164	Mailing Address THE EATON VANCE BUILDIN 255 STATE STREET BOSTON MA 02109	Business Address IGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 617-482-8260
<b>Tax-Managed Value Portfolio</b> CIK:1140883  IRS No.: 000000000   Fiscal Year End: 1031  Type: 40-17G   Act: 40   File No.: 811-10387   Film No.: 091132168	Mailing Address THE EATON VANCE BUILDIN 255 STATE STREET BOSTON MA 02109	Business Address IGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 617-482-8260
INVESTMENT PORTFOLIO  CIK:1175711  IRS No.: 000000000   Fiscal Year End: 1231  Type: 40-17G   Act: 40   File No.: 811-21132   Film No.: 091132179	Mailing Address THE EATON VANCE BUILDIN 255 STATE STREET BOSTON MA 02109	Business Address IGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 617-482-8260
GREATER INDIA PORTFOLIO  CIK:918701  IRS No.: 043218703  Type: 40-17G   Act: 40   File No.: 811-08340   Film No.: 091132184	Mailing Address THE EATON VANCE BUILDIN 255 STATE STREET BOSTON MA 02109	Business Address IGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 6174828260
TAX MANAGED MID CAP CORE PORTFOLIO  CIK:1163516  IRS No.: 000000000   State of Incorp.:MA   Fiscal Year End: 1031  Type: 40-17G   Act: 40   File No.: 811-10597   Film No.: 091132187	Mailing Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109	Business Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 800-225-6265
<b>Tax-Managed Multi-Cap Growth Portfolio</b> CIK:1116071  IRS No.: 043503878   State of Incorp.:MA   Fiscal Year End: 1031  Type: 40-17G   Act: 40   File No.: 811-09837   Film No.: 091132163	Mailing Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109	Business Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109

#### **WORLDWIDE HEALTH SCIENCES PORTFOLIO**

CIK:1017967| IRS No.: 043324647

Type: 40-17G | Act: 40 | File No.: 811-07723 | Film No.: 091132167

Mailing Address

255 STATE STREET BOSTON MA 02109

**Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 617-482-8260

#### TAX MANAGED GROWTH PORTFOLIO

CIK:1002667| IRS No.: 043291529

Type: 40-17G | Act: 40 | File No.: 811-07409 | Film No.: 091132170

Mailing Address

255 STATE STREET BOSTON MA 02109

**Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109

617-482-8260

800-225-6265

#### LARGE CAP VALUE PORTFOLIO

CIK:925460| IRS No.: 043162526 | State of Incorp.:NY | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-08548 | Film No.: 091132176

Mailing Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109

Business Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109 800-225-6265

#### HIGH INCOME OPPORTUNITIES PORTFOLIO

CIK:921370| IRS No.: 043162766 | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-08464 | Film No.: 091132183

Mailing Address Business Address THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109 6174828260

#### **GREATER CHINA GROWTH PORTFOLIO**

CIK:892885| IRS No.: 043168294

Type: 40-17G | Act: 40 | File No.: 811-07264 | Film No.: 091132185

Mailing Address **Business Address** 

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109

617-482-8260

617-482-8260

#### **Dividend Builder Portfolio**

CIK:912751| IRS No.: 042741601

Type: 40-17G | Act: 40 | File No.: 811-08014 | Film No.: 091132193

Mailing Address **Business Address** 

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109

#### CAPITAL GROWTH PORTFOLIO/MA

CIK:1117062| IRS No.: 000000000 | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-09835 | Film No.: 091132195

**Business Address** 255 STATE ST BOSTON MA 02110 6175988880

#### Global Macro Portfolio

CIK:918706| IRS No.: 043162525 | State of Incorp.:NY | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-08342 | Film No.: 091132197

**Business Address** Mailing Address

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109

6174828260

#### Large-Cap Core Research Portfolio

CIK:1473646| IRS No.: 000000000

Type: 40-17G | Act: 40 | File No.: 811-22336 | Film No.: 091132166

Mailing Address **Business Address** 

TWO INTERNATIONAL PLACE TWO INTERNATIONAL PLACE BOSTON MA 02110 BOSTON MA 02110

8002256265

### International Equity Portfolio/MA

CIK:1354067| IRS No.: 000000000 | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-21867 | Film No.: 091132182

Mailing Address **Business Address** 

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109 617-482-8260

## FLOATING RATE PORTFOLIO/MA

CIK:1116914| IRS No.: 043521526

Type: 40-17G | Act: 40 | File No.: 811-09987 | Film No.: 091132189

Mailing Address **Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109 617-482-8260

#### **Multi-Sector Portfolio**

CIK:1463184| IRS No.: 000000000

Type: 40-17G | Act: 40 | File No.: 811-22295 | Film No.: 091132165

Mailing Address BOSTON MA 02110

**Business Address** TWO INTERNATIONAL PLACE TWO INTERNATIONAL PLACE BOSTON MA 02110

617-482-8260

# Tax-Managed International Equity Portfolio

CIK:1140884| IRS No.: 043428673 | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-10389 | Film No.: 091132169

Mailing Address

Business Address THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET

BOSTON MA 02109 BOSTON MA 02109 617-482-8260

### SENIOR DEBT PORTFOLIO

CIK:933188| IRS No.: 043254322

Type: 40-17G | Act: 40 | File No.: 811-08876 | Film No.: 091132174

Mailing Address

**Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

255 STATE STREET BOSTON MA 02109 617-482-8260

Mailing Address

**Business Address** 

**Large-Cap Growth Portfolio** 

CIK:1175330| IRS No.: 000000000 | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-21121 | Film No.: 091132178

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109

6174828260

**International Income Portfolio** 

CIK:1394396| IRS No.: 000000000 | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-22049 | Film No.: 091132181

Mailing Address EATON VANCE MANAGEMENT 255 STATE STREET BOSTON MA 02109

Business Address EATON VANCE MANAGEMENT 255 STATE STREET BOSTON MA 02109 6174828260

**Dividend Income Portfolio** 

CIK:1353812| IRS No.: 000000000 | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-21875 | Film No.: 091132192

Mailing Address

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

255 STATE STREET BOSTON MA 02109

617-482-8260 **Business Address** 

**Business Address** 

**GLOBAL GROWTH PORTFOLIO** 

CIK:946464| IRS No.: 000000000 | State of Incorp.:MA | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-07303 | Film No.: 091132188

Mailing Address

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

255 STATE STREET

BOSTON MA 02109 6174828260

**Boston Income Portfolio** 

CIK:1140882| IRS No.: 000000000

Type: 40-17G | Act: 40 | File No.: 811-10391 | Film No.: 091132196

Mailing Address

255 STATE STREET

BOSTON MA 02109

**Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

SMALL-CAP PORTFOLIO

CIK:1105226| IRS No.: 000000000 | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-09915 | Film No.: 091132172

Mailing Address EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

Business Address EATON VANCE BUILDING 255 STATE STREET

BOSTON MA 02109 800-225-6265

617-482-8260

**Emerging Markets Local Income Portfolio** 

CIK:1394395| IRS No.: 000000000 | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-22048 | Film No.: 091132191

Mailing Address EATON VANCE MANAGEMENT 255 STATE STREET BOSTON MA 02109

**Business Address** EATON VANCE MANAGEMENT 255 STATE STREET BOSTON MA 02109

6174828260

800-225-6265

TAX MANAGED SMALL CAP PORTFOLIO

CIK:1122006| IRS No.: 043398554 | State of Incorp.:MA | Fiscal Year End: 1031

Type: 40-17G | Act: 40 | File No.: 811-10065 | Film No.: 091132162

Mailing Address EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109

**Business Address** EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109

**CASH MANAGEMENT PORTFOLIO /MA** 

CIK:919971| IRS No.: 043162808

Type: 40-17G | Act: 40 | File No.: 811-08390 | Film No.: 091132194

Mailing Address

255 STATE STREET BOSTON MA 02109

**Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET BOSTON MA 02109

6174828260

Large-Cap Portfolio

CIK:1163473| IRS No.: 000000000 | Fiscal Year End: 0930

Type: 40-17G | Act: 40 | File No.: 811-10607 | Film No.: 091132177

Mailing Address

255 STATE STREET

BOSTON MA 02109

Business Address THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

> 255 STATE STREET BOSTON MA 02109

617-482-8260

**Multi-Cap Growth Portfolio** 

CIK:925461| IRS No.: 043162561

Type: 40-17G | Act: 40 | File No.: 811-08558 | Film No.: 091132175

Mailing Address THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

**Business Address** 

255 STATE STREET

BOSTON MA 02109 617-482-8260

Business Address

Investment Grade Income Portfolio

CIK:1104129 IRS No.: 000000000 | Fiscal Year End: 1231

Type: 40-17G | Act: 40 | File No.: 811-09833 | Film No.: 091132180

Mailing Address

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET BOSTON MA 02109

255 STATE STREET

BOSTON MA 02109 6174828260

**SMID-Cap Portfolio** 

CIK:1163472| IRS No.: 000000000 | Fiscal Year End: 0930

Type: 40-17G | Act: 40 | File No.: 811-10609 | Film No.: 091132173

Mailing Address THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

**Business Address** 

255 STATE STREET BOSTON MA 02109

255 STATE STREET BOSTON MA 02109 617-482-8260

**EMERGING MARKETS PORTFOLIO** 

CIK:918685| IRS No.: 980150779

Type: 40-17G | Act: 40 | File No.: 811-08332 | Film No.: 091132190

Mailing Address

Business Address

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET

255 STATE STREET

BOSTON MA 02109 BOSTON MA 02109

### **SPECIAL EQUITIES PORTFOLIO**

CIK:925764| IRS No.: 043200365

Type: 40-17G | Act: 40 | File No.: 811-08594 | Film No.: 091132171

617-482-8260 Mailing Address **Business Address** THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING

255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109

617-482-8260

### **GOVERNMENT OBLIGATIONS PORTFOLIO**

CIK:912747| IRS No.: 043162811

Type: 40-17G | Act: 40 | File No.: 811-08012 | Film No.: 091132186

Mailing Address **Business Address** 

THE EATON VANCE BUILDINGTHE EATON VANCE BUILDING 255 STATE STREET 255 STATE STREET BOSTON MA 02109 BOSTON MA 02109 6174828260



Eaton Vance Management Two International Place Boston, MA 02110 (617) 482-8260 www.eatonvance.com

October 22, 2009

Securities and Exchange Commission Judiciary Plaza 450 Fifth Street, NW Washington, DC 20549

Re: Registered Management Investment Company Fidelity Bond

Ladies and Gentlemen:

On behalf of the Registrants listed on the attached Schedule A, filed herewith pursuant to Rule 17-g l (g)(1)(B)(i)(ii),(iii) and (iv) under the Investment Company Act of 1940 is:

- (i) A copy of the fidelity bond;
- (ii) a certified copy of the resolutions of majority of the Trustees who are not interested persons of the Trust's listed on Schedule A approving the bond.
- (iii) a statement showing the amount of the single insured bond which each investment company would have maintained had it not been named as an insured under a joint insured bond which is effective from September 1, 2007 to September 1, 2008;
- (iv) a statement as to the period for which premiums have been paid; and
- (v) a copy of the agreement between the investment company and each of the named insureds entered into pursuant to paragraph (f) of Regulation 17g-1.

If you have any questions or comments concerning the enclosed, please contact the undersigned at (617) 672-8106 or fax (617) 672-1106.

Sincerely,

/s/ Paul M. O' Neil Paul M. O' Neil Vice President

Discover Enduring Values

#### Schedule A

Asian Small Companies Portfolio

Boston Income Portfolio

Capital Growth Portfolio

Cash Management Portfolio

Dividend Builder Portfolio

Dividend Income Portfolio

Emerging Markets Local Income Portfolio

**Emerging Markets Portfolio** 

Floating Rate Portfolio

Global Growth Portfolio

Global Macro Portfolio

Government Obligations Portfolio

Greater China Growth Portfolio

Greater India Portfolio

High Income Opportunities Portfolio

International Equity Portfolio

International Income Portfolio

Investment Grade Income Portfolio

Investment Portfolio

Large-Cap Core Research Portfolio

Large-Cap Growth Portfolio

Large-Cap Portfolio

Large-Cap Value Portfolio

Multi-Cap Growth Potfolio

Multi-Sector Portfolio

Senior Debt Portfolio

Small-Cap Portfolio

SMID-Cap Portfolio

Special Equities Portfolio

Tax-Managed Growth Portfolio

Tax-Managed International Equity Portfolio

Tax-Managed Mid-Cap Core Portfolio

Tax-Managed Multi-Cap Growth Portfolio

Tax-Managed Small Cap Value Portfolio

Tax-Managed Small-Cap Portfolio

Tax-Managed Value Portfolio

Worldwide Health Sciences Portfolio

# ICI MUTUAL INSURANCE COMPANY, a Risk Retention Group

1401 H St. NW Washington, DC 20005

INVESTMENT COMPANY BLANKET BOND

# ICI MUTUAL INSURANCE COMPANY, a Risk Retention Group

1401 H St. NW Washington, DC 20005

#### **DECLARATIONS**

#### NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

**Item 1.** Name of Insured (the "Insured")

Bond Number

**Eaton Vance Management** 

00125109B

Principal Office: 255 State Street, Boston, MA 02109

Mailing Address: 255 State Street, Boston, MA 02109

**Item 2.** Bond Period: from 12:01 a.m. on September 1, 2009, to 12:01 a.m. on September 1, 2010 or the earlier effective date of the termination of this Bond, standard time at the Principal Office as to each of said dates.

	LIMIT OF	DEDUCTIBLE
	LIABILITY	AMOUNT
Insuring Agreement A- FIDELITY	\$70,000,000	\$150,000
Insuring Agreement B- AUDIT EXPENSE	\$50,000	\$10,000
Insuring Agreement C- ON PREMISES	\$70,000,000	\$150,000
Insuring Agreement D- IN TRANSIT	\$70,000,000	\$150,000
Insuring Agreement E- FORGERY OR ALTERATION	\$70,000,000	\$150,000
Insuring Agreement F- SECURITIES	\$70,000,000	\$150,000
Insuring Agreement G- COUNTERFEIT CURRENCY	\$70,000,000	\$150,000
Insuring Agreement H- UNCOLLECTIBLE ITEMS OF DEPOSIT	\$25,000	\$5,000
Insuring Agreement I- PHONE/ELECTRONIC TRANSACTIONS	\$70,000,000	\$150,000

If "Not Covered" is inserted opposite any Insuring Agreement above, such Insuring Agreement and any reference thereto shall be deemed to be deleted from this Bond.

OPTIONAL INSURING AGREEMENTS ADDED BY RIDER:

Insuring Agreement J- COMPUTER SECURITY \$70,000,000 \$150,000

Item 4.	this Bond b excluded by	Premises CoveredAll the Insured ecomes effective are covered und Rider. Offices or other premises evered subject to the terms of Ger	der this Bond, except the s acquired or established	offices or oth	ner premises	
Item 5.	-	of ICI Mutual Insurance Compare terms of the following Riders at 1-2-3-4-5-6-7-8-9-10-11-12-1	attached hereto:	oup (the "Un	derwriter") is	
	and of all R	iders applicable to this Bond issu	ied during the Bond Perio	Ву:	/S/ John T. Mulligan_ uthorized Representative	

#### INVESTMENT COMPANY BLANKET BOND

#### NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

ICI Mutual Insurance Company, a Risk Retention Group (the "Underwriter"), in consideration of an agreed premium, and in reliance upon the Application and all other information furnished to the Underwriter by the Insured, and subject to and in accordance with the Declarations, General Agreements, Provisions, Conditions and Limitations and other terms of this bond (including all riders hereto) ("Bond"), to the extent of the Limit of Liability and subject to the Deductible Amount, agrees to indemnify the Insured for the loss, as described in the Insuring Agreements, sustained by the Insured at any time but discovered during the Bond Period.

#### INSURING AGREEMENTS

#### A. FIDELITY

Loss caused by any Dishonest or Fraudulent Act or Theft committed by an Employee anywhere, alone or in collusion with other persons (whether or not Employees), during the time such Employee has the status of an Employee as defined herein, and even if such loss is not discovered until after he or she ceases to be an Employee, EXCLUDING loss covered under Insuring Agreement B.

#### **B. AUDIT EXPENSE**

Expense incurred by the Insured for that part of audits or examinations required by any governmental regulatory authority or Self Regulatory Organization to be conducted by such authority or Organization or by an independent accountant or other person, by reason of the discovery of loss sustained by the Insured and covered by this Bond.

#### C. ON PREMISES

Loss resulting from Property that is (1) located or reasonably believed by the Insured to be located within the Insured's offices or premises, and (2) the object of Theft, Dishonest or Fraudulent Act, or Mysterious Disappearance, EXCLUDING loss covered under Insuring Agreement A.

#### D. IN TRANSIT

Loss resulting from Property that is (1) in transit in the custody of any person authorized by an Insured to act as a messenger, except while in the mail or with a carrier for hire (other than a Security Company), and (2) the object of Theft, Dishonest or Fraudulent Act, or Mysterious Disappearance, EXCLUDING loss covered under Insuring Agreement A. Property is "in transit" beginning immediately upon receipt of such Property by the transporting person and ending immediately upon delivery at the specified destination.

#### E. FORGERY OR ALTERATION

Loss caused by the Forgery or Alteration of or on (1) any bills of exchange, checks, drafts, or other written orders or directions to pay certain sums in money, acceptances, certificates of deposit, due bills, money orders, or letters of credit; or (2) other written instructions, requests or applications to the Insured, authorizing or acknowledging the transfer, payment, redemption, delivery or receipt of Property, or giving notice of any bank account, which instructions or requests or applications purport to have been signed or endorsed by (a) any customer of the Insured, or (b) any shareholder of or subscriber to shares issued by any Investment Company, 2 or (c) any financial or banking institution or stockbroker;

or (3) withdrawal orders or receipts for the withdrawal of Property, 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. This Insuring Agreement E does not cover loss caused by Forgery or Alteration of Securities or loss covered under Insuring Agreement A.

#### F. SECURITIES

Loss resulting from the Insured, in good faith, in the ordinary course of business, and in any capacity whatsoever, whether for its own account or for the account of others, having acquired, accepted or received, or sold or delivered, or given any value, extended any credit or assumed any liability on the faith of any Securities, where such loss results from the fact that such Securities (1) were Counterfeit, or (2) were lost or stolen, or (3) contain a Forgery or Alteration, and notwithstanding whether or not the act of the Insured causing such loss violated the constitution, by-laws, rules or regulations of any Self Regulatory Organization, whether or not the Insured was a member thereof, EXCLUDING loss covered under Insuring Agreement A.

#### G. COUNTERFEIT CURRENCY

Loss caused by the Insured in good faith having received or accepted (1) any money orders which prove to be Counterfeit or to contain an Alteration or (2) paper currencies or coin of the United States of America or Canada which prove to be Counterfeit. This Insuring Agreement G does not cover loss covered under Insuring Agreement A.

#### H. UNCOLLECTIBLE ITEMS OF DEPOSIT

Loss resulting from the payment of dividends, issuance of Fund shares or redemptions or exchanges permitted from an account with the Fund as a consequence of

- (1) uncollectible Items of Deposit of a Fund's customer, shareholder or subscriber credited by the Insured or its agent to such person's Fund account, or
- (2) any Item of Deposit processed through an automated clearing house which is reversed by a Fund's customer, shareholder or subscriber and is deemed uncollectible by the Insured;

PROVIDED, that (a) Items of Deposit shall not be deemed uncollectible until the Insured's collection procedures have failed, (b) exchanges of shares between Funds with exchange privileges shall be covered hereunder only if all such Funds are insured by the Underwriter for uncollectible Items of Deposit, and (c) the Insured Fund shall have implemented and maintained a policy to hold Items of Deposit for the minimum number of days stated in its Application (as amended from time to time) before paying any dividend or permitting any withdrawal with respect to such Items of Deposit (other than exchanges between Funds). Regardless of the number of transactions between Funds in an exchange program, the minimum number of days an Item of Deposit must be held shall begin from the date the Item of Deposit was first credited to any Insured Fund.

This Insuring Agreement H does not cover loss covered under Insuring Agreement A.

#### I. PHONE/ELECTRONIC TRANSACTIONS

Loss caused by a Phone/Electronic Transaction, where the request for such Phone/Electronic Transaction:

(1) is transmitted to the Insured or its agents by voice over the telephone or by Electronic Transmission; and

- (2) is made by an individual purporting to be a Fund shareholder or subscriber or an authorized agent of a Fund shareholder or subscriber; and
- (3) is unauthorized or fraudulent and is made with the manifest intent to deceive;

PROVIDED, that the entity receiving such request generally maintains and follows during the Bond Period all Phone/Electronic Transaction Security Procedures with respect to all Phone/Electronic Transactions; and

#### EXCLUDING loss resulting from:

- (1) the failure to pay for shares attempted to be purchased; or
- (2) any redemption of Investment Company shares which had been improperly credited to a shareholder's account where such shareholder (a) did not cause, directly or indirectly, such shares to be credited to such account, and (b) directly or indirectly received any proceeds or other benefit from such redemption; or
- (3) any redemption of shares issued by an Investment Company where the proceeds of such redemption were requested to be paid or made payable to other than (a) the Shareholder of Record, or (b) any other person or bank account designated to receive redemption proceeds (i) in the initial account application, or (ii) in writing (not to include Electronic Transmission) accompanied by a signature guarantee; or
- (4) any redemption of shares issued by an Investment Company where the proceeds of such redemption were requested to be sent to other than any address for such account which was designated (a) in the initial account application, or (b) in writing (not to include Electronic Transmission), where such writing is received at least one (1) day prior to such redemption request, or (c) by voice over the telephone or by Electronic Transmission at least fifteen (15) days prior to such redemption; or
- (5) the intentional failure to adhere to one or more Phone/Electronic Transaction Security Procedures; or
- (6) a Phone/Electronic Transaction request transmitted by electronic mail or transmitted by any method not subject to the Phone/Electronic Transaction Security Procedures; or
- (7) the failure or circumvention of any physical or electronic protection device, including any firewall, that imposes restrictions on the flow of electronic traffic in or out of any Computer System.

This Insuring Agreement I does not cover loss covered under Insuring Agreement A, "Fidelity" or Insuring Agreement J, "Computer Security".

#### **GENERAL AGREEMENTS**

#### A. ADDITIONAL OFFICES OR EMPLOYEES--CONSOLIDATION OR MERGER--NOTICE

1. Except as provided in paragraph 2 below, this Bond shall apply to any additional office(s) established by the Insured during the Bond Period and to all Employees during the Bond Period, without the need to give notice thereof or pay additional premiums to the Underwriter for the Bond

Period.

2. If during the Bond Period an Insured Investment Company shall merge or consolidate with an institution in which such Insured is the surviving entity, or purchase substantially all the assets or capital stock of another institution, or acquire or create a separate investment portfolio, and shall

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within sixty (60) days notify the Underwriter thereof, then this Bond shall automatically apply to the Property and Employees resulting from such merger, consolidation, acquisition or creation from the date thereof; provided, that the Underwriter may make such coverage contingent upon the payment of an additional premium.

#### **B. WARRANTY**

No statement made by or on behalf of the Insured, whether contained in the Application or otherwise, shall be deemed to be an absolute warranty, but only a warranty that such statement is true to the best of the knowledge of the person responsible for such statement.

#### C. COURT COSTS AND ATTORNEYS' FEES

The Underwriter will indemnify the Insured against court costs and reasonable attorneys' fees incurred and paid by the Insured in defense of any legal proceeding brought against the Insured seeking recovery for any loss which, if established against the Insured, would constitute a loss covered under the terms of this Bond; provided, however, that with respect to Insuring Agreement A this indemnity shall apply only in the event that

- 1. an Employee admits to having committed or is adjudicated to have committed a Dishonest or Fraudulent Act or Theft which caused the loss; or
- 2. in the absence of such an admission or adjudication, an arbitrator or arbitrators acceptable to the Insured and the Underwriter concludes, after a review of an agreed statement of facts, that an Employee has committed a Dishonest or Fraudulent Act or Theft which caused the loss.

The Insured shall promptly give notice to the Underwriter of any such legal proceeding and upon request shall furnish the Underwriter with copies of all pleadings and other papers therein. At the Underwriter's election the Insured shall permit the Underwriter to conduct the defense of such legal proceeding in the Insured's name, through attorneys of the Underwriter's selection. In such event, the Insured shall give all reasonable information and assistance which the Underwriter shall deem necessary to the proper defense of such legal proceeding.

If the amount of the Insured's liability or alleged liability in any such legal proceeding is greater than the amount which the Insured would be entitled to recover under this Bond (other than pursuant to this General Agreement C), or if a Deductible Amount is applicable, or both, the indemnity liability of the Underwriter under this General Agreement C is limited to the proportion of court costs and attorneys' fees incurred and paid by the Insured or by the Underwriter that the amount which the Insured would be entitled to recover under this Bond (other than pursuant to this General Agreement C) bears to the sum of such amount plus the amount which the Insured is not entitled to recover. Such indemnity shall be in addition to the Limit of Liability for the applicable Insuring Agreement.

#### D. INTERPRETATION

This Bond shall be interpreted with due regard to the purpose of fidelity bonding under Rule 17g-1 of the Investment Company Act of 1940 (i.e., to protect innocent third parties from harm) and to the structure of the investment management industry (in which a loss of Property resulting from a cause described in any Insuring Agreement ordinarily gives rise to a potential legal liability on the part of the Insured), such that the term "loss" as used herein shall include an Insured's legal liability for direct compensatory damages resulting directly from a misappropriation, or measurable diminution in value, of Property.

# THIS BOND, INCLUDING THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENTS, IS SUBJECT TO THE FOLLOWING PROVISIONS, CONDITIONS AND LIMITATIONS:

#### **SECTION 1. DEFINITIONS**

The following terms used in this Bond shall have the meanings stated in this Section:

- **A.** "Alteration" means the marking, changing or altering in a material way of the terms, meaning or legal effect of a document with the intent to deceive.
- **B.** "Application" means the Insured's application (and any attachments and materials submitted in connection therewith) furnished to the Underwriter for this Bond.
- C. "Computer System" means (1) computers with related peripheral components, including storage components, (2) systems and applications software, (3) terminal devices, (4) related communications networks or customer communication systems, and (5) related electronic funds transfer systems; by which data or monies are electronically collected, transmitted, processed, stored or retrieved.
- **D.** "Counterfeit" means, with respect to any item, one which is false but is intended to deceive and to be taken for the original authentic item.
- E. "Deductible Amount" means, with respect to any Insuring Agreement, the amount set forth under the heading "Deductible Amount" in Item 3 of the Declarations or in any Rider for such Insuring Agreement, applicable to each Single Loss covered by such Insuring Agreement.
- **F.** "Depository" means any "securities depository" (other than any foreign securities depository) in which an Investment Company may deposit its Securities in accordance with Rule 17f-4 under the Investment Company Act of 1940.
- **G.** "Dishonest or Fraudulent Act" means any dishonest or fraudulent act, including "larceny and embezzlement" as defined in Section 37 of the Investment Company Act of 1940, committed with the conscious manifest intent (1) to cause the Insured to sustain a loss and (2) to obtain financial benefit for the perpetrator or any other person (other than salaries, commissions, fees, bonuses, awards, profit sharing, pensions or other employee benefits). A Dishonest or Fraudulent Act does not mean or include a reckless act, a negligent act, or a grossly negligent act.
- **H.** "Electronic Transmission" means any transmission effected by electronic means, including but not limited to a transmission effected by telephone tones, Telefacsimile, wireless device, or over the Internet.
- I. "Employee" means:
  - (1) each officer, director, trustee, partner or employee of the Insured, and
  - (2) each officer, director, trustee, partner or employee of any predecessor of the Insured whose principal assets are acquired by the Insured by consolidation or merger with, or purchase of assets or capital stock of, such predecessor, and
  - (3) each attorney performing legal services for the Insured and each employee of such attorney or of the

law firm of such attorney while performing services for the Insured, and

- (4) each student who is an authorized intern of the Insured, while in any of the Insured's offices, and
- (5) each officer, director, trustee, partner or employee of
  - (a) an investment adviser,
  - (b) an underwriter (distributor),

- (c) a transfer agent or shareholder accounting recordkeeper, or
- (d) an administrator authorized by written agreement to keep financial and/or other required records,

for an Investment Company named as an Insured, BUT ONLY while (i) such officer, partner or employee is performing acts coming within the scope of the usual duties of an officer or employee of an Insured, or (ii) such officer, director, trustee, partner or employee is acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to the Property of the Insured, or (iii) such director or trustee (or anyone acting in a similar capacity) is acting outside the scope of the usual duties of a director or trustee;PROVIDED, that the term "Employee" shall not include any officer, director, trustee, partner or employee of a transfer agent, shareholder accounting recordkeeper or administrator (x) which is not an "affiliated person" (as defined in Section 2(a) of the Investment Company Act of 1940) of an Investment Company named as Insured or of the adviser or underwriter of such Investment Company, or (y) which is a "Bank" (as defined in Section 2(a) of the Investment Company Act of 1940), and

- (6) each individual assigned, by contract or by any agency furnishing temporary personnel, in either case on a contingent or part-time basis, to perform the usual duties of an employee in any office of the Insured, and
- (7) each individual assigned to perform the usual duties of an employee or officer of any entity authorized by written agreement with the Insured to perform services as electronic data processor of checks or other accounting records of the Insured, but excluding a processor which acts as transfer agent or in any other agency capacity for the Insured in issuing checks, drafts or securities, unless included under subsection (5) hereof, and
- (8) each officer, partner or employee of
  - (a) any Depository or Exchange,
  - (b) any nominee in whose name is registered any Security included in the systems for the central handling of securities established and maintained by any Depository, and
  - (c) any recognized service company which provides clerks or other personnel to any Depository or Exchange on a contract basis,

while such officer, partner or employee is performing services for any Depository in the operation of systems for the central handling of securities, and

(9) in the case of an Insured which is an "employee benefit plan" (as defined in Section 3 of the Employee Retirement Income Security Act of 1974 ("ERISA")) for officers, directors or employees of another Insured ("In-House Plan"), any "fiduciary" or other "plan official" (within the meaning of Section 412 of ERISA) of such In-House Plan, provided that such fiduciary or other plan official is a director, partner, officer, trustee or employee of an Insured (other than an In-House Plan).

Each employer of temporary personnel and each entity referred to in subsections (6) and (7) and their respective partners, officers and employees shall collectively be deemed to be one person for all the purposes of this Bond.

Brokers, agents, independent contractors, or representatives of the same general character shall not be considered Employees, except as provided in subsections (3), (6), and (7).

- J. "Exchange" means any national securities exchange registered under the Securities Exchange Act of 1934.
- **K.** "Forgery" means the physical signing on a document of the name of another person (whether real or fictitious) with the intent to deceive. A Forgery may be by means of mechanically reproduced facsimile signatures as well as handwritten signatures. Forgery does not include the signing of an individual's own name, regardless of such individual's authority, capacity or purpose.

- L. "Items of Deposit" means one or more checks or drafts.
- **M.** "Investment Company" or "Fund" means an investment company registered under the Investment Company Act of 1940.
- N. "Limit of Liability" means, with respect to any Insuring Agreement, the limit of liability of the Underwriter for any Single Loss covered by such Insuring Agreement as set forth under the heading "Limit of Liability" in Item 3 of the Declarations or in any Rider for such Insuring Agreement.
- **O.** "Mysterious Disappearance" means any disappearance of Property which, after a reasonable investigation has been conducted, cannot be explained.
- **P.** "Non-Fund" means any corporation, business trust, partnership, trust or other entity which is not an Investment Company.
- **Q.** "Phone/Electronic Transaction Security Procedures" means security procedures for Phone/ Electronic Transactions as provided in writing to the Underwriter.
- **R.** "Phone/Electronic Transaction" means any (1) redemption of shares issued by an Investment Company, (2) election concerning dividend options available to Fund shareholders, (3) 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, or (4) purchase of shares issued by an Investment Company, which redemption, election, exchange or purchase is requested by voice over the telephone or through an Electronic Transmission.
- S. "Property" means the following tangible items: money, postage and revenue stamps, precious metals, Securities, bills of exchange, acceptances, checks, drafts, or other written orders or directions to pay sums certain in money, certificates of deposit, due bills, money orders, letters of credit, financial futures contracts, conditional sales contracts, abstracts of title, insurance policies, deeds, mortgages, and assignments of any of the foregoing, and other valuable papers, including books of account and other records used by the Insured in the conduct of its business, and all other instruments similar to or in the nature of the foregoing (but excluding all data processing records), (1) in which the Insured has a legally cognizable interest, (2) in which the Insured acquired or should have acquired such an interest by reason of a predecessor's declared financial condition at the time of the Insured's consolidation or merger with, or purchase of the principal assets of, such predecessor or (3) which are held by the Insured for any purpose or in any capacity.
- T. "Securities" means original negotiable or non-negotiable agreements or instruments which represent an equitable or legal interest, ownership or debt (including stock certificates, bonds, promissory notes, and assignments thereof), which are in the ordinary course of business and transferable by physical delivery with appropriate endorsement or assignment. "Securities" does not include bills of exchange, acceptances, certificates of deposit, checks, drafts, or other written orders or directions to pay sums certain in money, due bills, money orders, or letters of credit.
- U. "Security Company" means an entity which provides or purports to provide the transport of Property by secure means, including, without limitation, by use of armored vehicles or guards.
- V. "Self Regulatory Organization" means any association of investment advisers or securities dealers registered under the federal securities laws, or any Exchange.

W. "Shareholder of Record" means the record owner of shares issued by an Investment Company or, in the case of joint ownership of such shares, all record owners, as designated (1) in the initial account application, or (2) in writing accompanied by a signature guarantee, or (3) pursuant to procedures as set forth in the Application.

#### X. "Single Loss" means:

- (1) all loss resulting from any one actual or attempted Theft committed by one person, or
- (2) all loss caused by any one act (other than a Theft or a Dishonest or Fraudulent Act) committed by one person, or
- (3) all loss caused by Dishonest or Fraudulent Acts committed by one person, or
- (4) all expenses incurred with respect to any one audit or examination, or
- (5) all loss caused by any one occurrence or event other than those specified in subsections (1) through (4) above.

All acts or omissions of one or more persons which directly or indirectly aid or, by failure to report or otherwise, permit the continuation of an act referred to in subsections (1) through (3) above of any other person shall be deemed to be the acts of such other person for purposes of this subsection.

All acts or occurrences or events which have as a common nexus any fact, circumstance, situation, transaction or series of facts, circumstances, situations, or transactions shall be deemed to be one act, one occurrence, or one event.

- **Y.** "Telefacsimile" means a system of transmitting and reproducing fixed graphic material (as, for example, printing) by means of signals transmitted over telephone lines or over the Internet.
- **Z.** "Theft" means robbery, burglary or hold-up, occurring with or without violence or the threat of violence.

#### **SECTION 2. EXCLUSIONS**

#### THIS BOND DOES NOT COVER:

- A. Loss resulting from (1) riot or civil commotion outside the United States of America and Canada, or (2) war, revolution, insurrection, action by armed forces, or usurped power, wherever occurring; except if such loss occurs while the Property is in transit, is otherwise covered under Insuring Agreement D, and when such transit was initiated, the Insured or any person initiating such transit on the Insured's behalf had no knowledge of such riot, civil commotion, war, revolution, insurrection, action by armed forces, or usurped power.
- B. Loss in time of peace or war resulting from nuclear fission or fusion or radioactivity, or biological or chemical agents or hazards, or fire, smoke, or explosion, or the effects of any of the foregoing.
- C. Loss resulting from any Dishonest or Fraudulent Act committed by any person while acting in the capacity of a member of the Board of Directors or any equivalent body of the Insured or of any other entity.
- D. Loss resulting from any nonpayment or other default of any loan or similar transaction made by the Insured or any of its partners, directors, officers or employees, whether or not authorized and whether procured in good faith or through a Dishonest or Fraudulent Act, unless such loss is otherwise covered under Insuring Agreement A, E or F.

E. Loss resulting from any violation by the Insured or by any Employee of any law, or any rule or regulation pursuant thereto or adopted by a Self Regulatory Organization, regulating the issuance, purchase or sale of securities, securities transactions upon security exchanges or over the counter markets, Investment Companies, or investment advisers, unless such loss, in the absence of such law, rule or regulation, would be covered under Insuring Agreement A, E or F.

- F. Loss resulting from Property that is the object of Theft, Dishonest or Fraudulent Act, or Mysterious Disappearance while in the custody of any Security Company, unless such loss is covered under this Bond and is in excess of the amount recovered or received by the Insured under (1) the Insured's contract with such Security Company, and (2) insurance or indemnity of any kind carried by such Security Company for the benefit of, or otherwise available to, users of its service, in which case this Bond shall cover only such excess, subject to the applicable Limit of Liability and Deductible Amount.
- G. Potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Bond, except when covered under Insuring Agreement H.
- H. Loss in the form of (1) damages of any type for which the Insured is legally liable, except direct compensatory damages, or (2) taxes, fines, or penalties, including without limitation two-thirds of treble damage awards pursuant to judgments under any statute or regulation.
- I. Loss resulting from the surrender of Property away from an office of the Insured as a result of a threat
  - (1) to do bodily harm to any person, except where the Property is in transit in the custody of any person acting as messenger as a result of a threat to do bodily harm to such person, if the Insured had no knowledge of such threat at the time such transit was initiated, or
  - (2) to do damage to the premises or Property of the Insured, unless such loss is otherwise covered under Insuring Agreement A.
- J. All costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this Bond, except to the extent certain audit expenses are covered under Insuring Agreement B.
- K. Loss resulting from payments made to or withdrawals from any account, involving funds erroneously credited to such account, unless such loss is otherwise covered under Insuring Agreement A.
- L. Loss resulting from uncollectible Items of Deposit which are drawn upon a financial institution outside the United States of America, its territories and possessions, or Canada.
- M. Loss resulting from the Dishonest or Fraudulent Acts, Theft, or other acts or omissions of an Employee primarily engaged in the sale of shares issued by an Investment Company to persons other than (1) a person registered as a broker under the Securities Exchange Act of 1934 or (2) an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, which is not an individual.
- N. Loss resulting from the use of credit, debit, charge, access, convenience, identification, cash management or other cards, whether such cards were issued or purport to have been issued by the Insured or by anyone else, unless such loss is otherwise covered under Insuring Agreement A.
- O. Loss resulting from any purchase, redemption or exchange of securities issued by an Investment Company or other Insured, or any other instruction, request, acknowledgement, notice or transaction involving securities issued by an Investment Company or other Insured or the dividends in respect thereof, when any of the foregoing is requested, authorized or directed or purported to be requested, authorized or directed by voice over the telephone or by Electronic Transmission, unless such loss is otherwise covered under Insuring Agreement A or Insuring Agreement I.
- P. Loss resulting from any Dishonest or Fraudulent Act or Theft committed by an Employee as defined in

Section 1.I(2), unless such loss (1) could not have been reasonably discovered by the due diligence of the Insured at or prior to the time of acquisition by the Insured of the assets acquired from a predecessor, and (2) arose out of a lawsuit or valid claim brought against the Insured by a person unaffiliated with the Insured or with any person affiliated with the Insured.

Q. Loss resulting from the unauthorized entry of data into, or the deletion or destruction of data in, or the change of data elements or programs within, any Computer System, unless such loss is otherwise covered under Insuring Agreement A.

#### SECTION 3. ASSIGNMENT OF RIGHTS

Upon payment to the Insured hereunder for any loss, the Underwriter shall be subrogated to the extent of such payment to all of the Insured's rights and claims in connection with such loss; provided, however, that the Underwriter shall not be subrogated to any such rights or claims one named Insured under this Bond may have against another named Insured under this Bond. At the request of the Underwriter, the Insured shall execute all assignments or other documents and take such action as the Underwriter may deem necessary or desirable to secure and perfect such rights and claims, including the execution of documents necessary to enable the Underwriter to bring suit in the name of the Insured.

Assignment of any rights or claims under this Bond shall not bind the Underwriter without the Underwriter's written consent.

#### SECTION 4. LOSS--NOTICE--PROOF--LEGAL PROCEEDINGS

This Bond is for the use and benefit only of the Insured and the Underwriter shall not be liable hereunder to anyone other than the Insured. As soon as practicable and not more than sixty (60) days after discovery, the Insured shall give the Underwriter written notice thereof and, as soon as practicable and within one year after such discovery, shall also furnish to the Underwriter affirmative proof of loss with full particulars. The Underwriter may extend the sixty day notice period or the one year proof of loss period if the Insured requests an extension and shows good cause therefor.

See also General Agreement C (Court Costs and Attorneys' Fees).

The Underwriter shall not be liable hereunder for loss of Securities unless each of the Securities is identified in such proof of loss by a certificate or bond number or by such identification means as the Underwriter may require. The Underwriter shall have a reasonable period after receipt of a proper affirmative proof of loss within which to investigate the claim, but where the Property is Securities and the loss is clear and undisputed, settlement shall be made within forty-eight (48) hours even if the loss involves Securities of which duplicates may be obtained.

The Insured shall not bring legal proceedings against the Underwriter to recover any loss hereunder prior to sixty (60) days after filing such proof of loss or subsequent to twenty-four (24) months after the discovery of such loss or, in the case of a legal proceeding to recover hereunder on account of any judgment against the Insured in or settlement of any suit mentioned in General Agreement C or to recover court costs or attorneys' fees paid in any such suit, twenty-four (24) months after the date of the final judgment in or settlement of such suit. If any limitation in this Bond is prohibited by any applicable law, such limitation shall be deemed to be amended to be equal to the minimum period of limitation permitted by such law.

Notice hereunder shall be given to Manager, Professional Liability Claims, ICI Mutual Insurance Company, 1401 H St. NW, Washington, DC 20005.

### **SECTION 5. DISCOVERY**

For all purposes under this Bond, a loss is discovered, and discovery of a loss occurs, when the Insured (1) becomes aware of facts, or

(2) receives 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 loss covered by this Bond has been or is likely to be incurred even though the exact amount or details of loss may not be known.

#### SECTION 6. VALUATION OF PROPERTY

For the purpose of determining the amount of any loss hereunder, the value of any Property shall be the market value of such Property at the close of business on the first business day before the discovery of such loss; except that

- (1) the value of any Property replaced by the Insured prior to the payment of a claim therefor shall be the actual market value of such Property at the time of replacement, but not in excess of the market value of such Property on the first business day before the discovery of the loss of such Property;
- (2) the value of Securities which must be produced to exercise subscription, conversion, redemption or deposit privileges shall be the market value of such privileges immediately preceding the expiration thereof if the loss of such Securities is not discovered until after such expiration, but if there is no quoted or other ascertainable market price for such Property or privileges referred to in clauses (1) and (2), their value shall be fixed by agreement between the parties or by arbitration before an arbitrator or arbitrators acceptable to the parties; and
- (3) the value of books of accounts or other records used by the Insured in the conduct of its business shall be limited to the actual cost of blank books, blank pages or other materials if the books or records are reproduced plus the cost of labor for the transcription or copying of data furnished by the Insured for reproduction.

#### **SECTION 7. LOST SECURITIES**

The maximum liability of the Underwriter hereunder for lost Securities shall be the payment for, or replacement of, such Securities having an aggregate value not to exceed the applicable Limit of Liability. If the Underwriter shall make payment to the Insured for any loss of Securities, the Insured shall assign to the Underwriter all of the Insured's right, title and interest in and to such Securities. In lieu of such payment, the Underwriter may, at its option, replace such lost Securities, and in such case the Insured shall cooperate to effect such replacement. To effect the replacement of lost Securities, the Underwriter may issue or arrange for the issuance of a lost instrument bond. If the value of such Securities does not exceed the applicable Deductible Amount (at the time of the discovery of the loss), the Insured will pay the usual premium charged for the lost instrument bond and will indemnify the issuer of such bond against all loss and expense that it may sustain because of the issuance of such bond.

If the value of such Securities exceeds the applicable Deductible Amount (at the time of discovery of the loss), the Insured will pay a proportion of the usual premium charged for the lost instrument bond, equal to the percentage that the applicable Deductible Amount bears to the value of such Securities upon discovery of the loss, and will indemnify the issuer of such bond against all loss and expense that is not recovered from the Underwriter under the terms and conditions of this Bond, subject to the applicable Limit of Liability.

#### **SECTION 8. SALVAGE**

If any recovery is made, whether by the Insured or the Underwriter, on account of any loss within the applicable Limit of Liability hereunder, the Underwriter shall be entitled to the full amount of such recovery to reimburse the Underwriter for all amounts paid hereunder with respect to such loss. If any recovery is made, whether by the Insured or the Underwriter, on account of any loss in excess of the applicable 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 amount of such recovery, net of the actual costs and expenses of recovery, shall be applied to reimburse the Insured in full for the portion of such loss in excess of such Limit of Liability,

and the remainder, if any, shall be paid first to reimburse the Underwriter for all amounts paid hereunder with respect to such loss and then to the Insured to the extent of the portion of such loss within the Deductible Amount. The Insured shall execute all documents which the Underwriter deems necessary or desirable to secure to the Underwriter the rights provided for herein.

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

Prior to its termination, this Bond shall continue in force up to the Limit of Liability for each Insuring Agreement for each Single Loss, notwithstanding any previous loss (other than such Single 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 any Single Loss shall be limited to the applicable Limit of Liability irrespective of the total amount of such Single Loss and shall not be cumulative in amounts from year to year or from period to period.

#### SECTION 10. MAXIMUM LIABILITY OF UNDERWRITER; OTHER BONDS OR POLICIES

The maximum liability of the Underwriter for any Single Loss covered by any Insuring Agreement under this Bond shall be the Limit of Liability applicable to such Insuring Agreement, subject to the applicable Deductible Amount and the other provisions of this Bond. Recovery for any Single Loss may not be made under more than one Insuring Agreement. If any Single Loss covered under this Bond is recoverable or recovered in whole or in part because of an unexpired discovery period under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured, the maximum liability of the Underwriter shall be the greater of either (1) the applicable Limit of Liability under this Bond, or (2) the maximum liability of the Underwriter under such other bonds or policies.

#### SECTION 11. OTHER INSURANCE

Notwithstanding anything to the contrary herein, if any loss covered by this Bond shall also be covered by other insurance or suretyship for the benefit of the Insured, the Underwriter shall be liable hereunder only for the portion of such loss in excess of the amount recoverable under such other insurance or suretyship, but not exceeding the applicable Limit of Liability of this Bond.

#### **SECTION 12. DEDUCTIBLE AMOUNT**

The Underwriter shall not be liable under any Insuring Agreement unless the amount of the loss covered thereunder, after deducting the net amount of all reimbursement and/or recovery received by the Insured with respect to such loss (other than from any other bond, suretyship or insurance policy or as an advance by the Underwriter hereunder) shall exceed the applicable Deductible Amount; in such case the Underwriter shall be liable only for such excess, subject to the applicable Limit of Liability and the other terms of this Bond.

No Deductible Amount shall apply to any loss covered under Insuring Agreement A sustained by any Investment Company named as an Insured.

#### **SECTION 13. TERMINATION**

The Underwriter may terminate this Bond as to any Insured or all Insureds only by written notice to such Insured or Insureds and, if this Bond is terminated as to any Investment Company, to each such Investment Company terminated thereby and to the Securities and Exchange Commission, Washington, D.C., in all cases not less than sixty (60) days prior to the effective date of termination specified in such notice.

The Insured may terminate this Bond only by written notice to the Underwriter not less than sixty (60) days prior to the effective date of the termination specified in such notice. Notwithstanding the foregoing, when the Insured terminates this Bond as to any Investment Company, the effective date of termination shall be not less than sixty (60) days from the date the Underwriter provides written notice of the termination to each such Investment Company terminated thereby and to the Securities and Exchange Commission, Washington, D.C.

This Bond will terminate as to any Insured that is a Non-Fund immediately and without notice upon (1) the takeover of such Insured's business by any State or Federal official or agency, or by any receiver or liquidator, or (2) 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.

Premiums are earned until the effective date of termination. The Underwriter shall refund the unearned premium computed at short rates in accordance with the Underwriter's standard short rate cancellation tables if this Bond is terminated by the Insured or pro rata if this Bond is terminated by the Underwriter.

Upon the detection by any Insured that an Employee has committed any Dishonest or Fraudulent Act(s) or Theft, the Insured shall immediately remove such Employee from a position that may enable such Employee to cause the Insured to suffer a loss by any subsequent Dishonest or Fraudulent Act(s) or Theft. The Insured, within two (2) business days of such detection, shall notify the Underwriter with full and complete particulars of the detected Dishonest or Fraudulent Act(s) or Theft.

For purposes of this section, detection occurs when any partner, officer, or supervisory employee of any Insured, who is not in collusion with such Employee, becomes aware that the Employee has committed any Dishonest or Fraudulent Act(s) or Theft.

This Bond shall terminate as to any Employee by written notice from the Underwriter to each Insured and, if such Employee is an Employee of an Insured Investment Company, to the Securities and Exchange Commission, in all cases not less than sixty (60) days prior to the effective date of termination specified in such notice.

#### **SECTION 14. RIGHTS AFTER TERMINATION**

At any time prior to the effective date of termination of this Bond as to any Insured, such Insured may, by written notice to the Underwriter, elect to purchase the right under this Bond to an additional period of twelve (12) months within which to discover loss sustained by such Insured prior to the effective date of such termination and shall pay an additional premium therefor as the Underwriter may require.

Such additional discovery period shall terminate immediately and without notice upon the takeover of such Insured's business by any State or Federal official or agency, or by any receiver or liquidator. Promptly after such termination the Underwriter shall refund to the Insured any unearned premium.

The right to purchase such additional discovery period 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.

#### SECTION 15. CENTRAL HANDLING OF SECURITIES

The Underwriter shall not be liable for loss in connection with the central handling of securities within the systems established and maintained by any Depository ("Systems"), unless the amount of such loss exceeds the amount recoverable or recovered under any bond or policy or participants' fund insuring the Depository against such loss (the "Depository's Recovery"); in such case the Underwriter shall be liable hereunder only for the Insured's share of such excess loss, subject to the applicable Limit of Liability, the Deductible Amount and the other terms of this Bond.

For determining the Insured's share of such excess loss, (1) the Insured shall be deemed to have an interest in any certificate representing any security included within the Systems equivalent to the interest the Insured then has in all certificates representing the same security included within the Systems; (2) the Depository shall have reasonably and fairly apportioned the Depository's Recovery among all those having an interest as recorded by appropriate entries in the books and records of the Depository in Property involved in such loss, so that each such interest shall share in the Depository's Recovery in the ratio that the value of each such interest bears to the total value of all such interests; and (3) the Insured's share of such excess loss shall be the amount of the Insured's interest in such Property in excess of the amount(s) so apportioned to the Insured by the Depository.

This Bond does not afford coverage in favor of any Depository or Exchange or any nominee in whose name is registered any security included within the Systems.

#### SECTION 16. ADDITIONAL COMPANIES INCLUDED AS INSURED

If more than one entity is named as the Insured:

- A. the total liability of the Underwriter hereunder for each Single Loss shall not exceed the Limit of Liability which would be applicable if there were only one named Insured, regardless of the number of Insured entities which sustain loss as a result of such Single Loss,
- B. the Insured first named in Item 1 of the Declarations shall be deemed authorized to make, adjust, and settle, and receive and enforce payment of, all claims hereunder as the agent of each other Insured for such purposes and for the giving or receiving of any notice required or permitted to be given hereunder; provided, that the Underwriter shall promptly furnish each named Insured Investment Company with (1) a copy of this Bond and any amendments thereto, (2) a copy of each formal filing of a claim hereunder by any other Insured, and (3) notification of the terms of the settlement of each such claim prior to the execution of such settlement,
- C. the Underwriter shall not be responsible or have any liability for the proper application by the Insured first named in Item 1 of the Declarations of any payment made hereunder to the first named Insured,
- D. for the purposes of Sections 4 and 13, knowledge possessed or discovery made by any partner, officer or supervisory Employee of any Insured shall constitute knowledge or discovery by every named Insured,
- 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, and
- F. each named Insured shall constitute "the Insured" for all purposes of this Bond.

#### SECTION 17. NOTICE AND CHANGE OF CONTROL

Within thirty (30) days after learning that there has been a change in control of an Insured by transfer of its outstanding voting securities the Insured shall give written notice to the Underwriter of:

- A. the names of the transferors and transferees (or the names of the beneficial owners if the voting securities are registered 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.

#### **SECTION 18. CHANGE OR MODIFICATION**

This Bond may only be modified by written Rider forming a part hereof over the signature of the Underwriter's authorized representative. Any Rider which modifies the coverage provided by Insuring Agreement A, Fidelity, in a manner which adversely affects the rights of an Insured Investment Company shall not become effective until at least sixty (60) days after the Underwriter has given written notice thereof to the Securities and Exchange Commission, Washington, D.C., and to each Insured Investment Company affected thereby.

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

# ICI MUTUAL INSURANCE COMPANY, a Risk Retention Group

#### INVESTMENT COMPANY BLANKET BOND

### RIDER NO. 1

INSURED BOND NUMBER

Eaton Vance Management 00125109B

EFFECTIVE DATE BOND PERIOD AUTHORIZED REPRESENTATIVE

September 1, 2009 September 1, 2009 to September 1, 2010 /S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that Item 1 of the Declarations, Name of Insured, shall include the following:

Atlanta Capital Management Company, LLC

Atlanta Capital, L.P.

Eaton Vance Corp.

**Eaton Vance Acquisitions** 

Eaton Vance Trust Company

Eaton Vance Investment Counsel

Eaton Vance Management (International) Ltd.

Eaton Vance Management

Boston Management and Research

Eaton Vance, Inc.

Eaton Vance Distributors, Inc.

Parametric Portfolio Associates, LLC

Eaton Vance Advisers (Ireland) Limited

Eaton Vance CDO Corp.

Parametric Risk Advisors, LLC

Fox Asset Management LLC

Eaton Vance Real Estate Management

Eaton Vance Consolidated Health & Welfare Benefit Plan

Eaton Vance Corp. Deferred Compensation Plan

Eaton Vance Management Education Assistance Plan

Eaton Vance Management Master Trust for Retirement Plans

Eaton Vance Management Profit Sharing Retirement Plan

Eaton Vance Management Savings Plan

Eaton Vance Municipals Trust, a series fund consisting of:

- o Eaton Vance Alabama Municipals Fund
- o Eaton Vance Arizona Municipals Fund
- o Eaton Vance Arkansas Municipals Fund
- o Eaton Vance California Municipals Fund

- Eaton Vance Colorado Municipals Fund Eaton Vance Connecticut Municipals Fund

- o Eaton Vance Georgia Municipals Fund
- o Eaton Vance Kentucky Municipals Fund
- o Eaton Vance Louisiana Municipals Fund
- o Eaton Vance Maryland Municipals Fund
- o Eaton Vance Massachusetts Municipals Fund
- o Eaton Vance Michigan Municipals Fund
- o Eaton Vance Minnesota Municipals Fund
- o Eaton Vance Mississippi Municipals Fund
- o Eaton Vance Missouri Municipals Fund
- o Eaton Vance National Municipals Fund
- o Eaton Vance New Jersey Municipals Fund
- o Eaton Vance New York Municipals Fund
- o Eaton Vance North Carolina Municipals Fund
- o Eaton Vance Ohio Municipals Fund
- o Eaton Vance Oregon Municipals Fund
- o Eaton Vance Pennsylvania Municipals Fund
- o Eaton Vance Rhode Island Municipals Fund
- o Eaton Vance South Carolina Municipals Fund
- o Eaton Vance Tennessee Municipals Fund
- o Eaton Vance Virginia Municipals Fund
- o Eaton Vance West Virginia Municipals Fund

Eaton Vance California Municipal Income Trust

Eaton Vance National Municipal Opportunities Trust

Eaton Vance Insured California Municipal Bond Fund

Eaton Vance Insured California Municipal Bond Fund II

Eaton Vance Insured Massachusetts Municipal Bond Fund

Eaton Vance Insured Michigan Municipal Bond Fund

Eaton Vance Insured Municipal Bond Fund

Eaton Vance Insured Municipal Bond Fund II

Eaton Vance Insured New Jersey Municipal Bond Fund

Eaton Vance Insured New York Municipal Bond Fund

Eaton Vance Insured New York Municipal Bond Fund II

Eaton Vance Insured Ohio Municipal Bond Fund

Eaton Vance Insured Pennsylvania Municipal Bond Fund

Eaton Vance Massachusetts Municipal Income Trust

Eaton Vance Michigan Municipal Income Trust

Eaton Vance Municipal Income Trust

Eaton Vance New Jersey Municipal Income Trust

Eaton Vance New York Municipal Income Trust

Eaton Vance Ohio Municipal Income Trust

Eaton Vance Pennsylvania Municipal Income Trust

Boston Income Portfolio

Asian Small Companies Portfolio

Capital Growth Portfolio

Cash Management Portfolio

Dividend Income Portfolio

**Emerging Markets Portfolio** 

Emerging Markets Local Income Portfolio

Floating Rate Portfolio

Global Growth Portfolio

Global Macro Portfolio

Government Obligations Portfolio

Greater India Portfolio

Greater China Growth Portfolio

Multi-Cap Growth Potfolio

Multi-Sector Portfolio

High Income Opportunities Portfolio

International Income Portfolio

International Equity Portfolio

Investment Grade Income Portfolio

**Investment Portfolio** 

Large-Cap Growth Portfolio

Large-Cap Portfolio

Large-Cap Value Portfolio

Large-Cap Core Research Portfolio

Senior Debt Portfolio

Small-Cap Portfolio

SMID-Cap Portfolio

Special Equities Portfolio

Tax-Managed Growth Portfolio

Tax-Managed International Equity Portfolio

Tax-Managed Mid-Cap Core Portfolio

Tax-Managed Multi-Cap Growth Portfolio

Tax-Managed Small Cap Value Portfolio

Tax-Managed Small-Cap Portfolio

Tax-Managed Value Portfolio

Dividend Builder Portfolio

Worldwide Health Sciences Portfolio

Eaton Vance Credit Opportunities Fund

Eaton Vance Enhanced Equity Income Fund

Eaton Vance Enhanced Equity Income Fund II

Eaton Vance Floating-Rate Income Trust

Eaton Vance Risk-Managed Diversified Equity Income Fund

Eaton Vance Limited Duration Income Fund

Eaton Vance Short Duration Diversified Income Fund

Eaton Vance Senior Floating-Rate Trust

Eaton Vance Senior Income Trust

Eaton Vance Tax-Advantaged Dividend Income Fund

Eaton Vance Tax-Advantaged Global Dividend Income Fund

Eaton Vance Tax-Advantaged Global Dividend Opportunities Fund

Eaton Vance Tax-Managed Buy-Write Income Fund

Eaton Vance Tax-Managed Buy-Write Opportunities Fund

Eaton Vance Tax-Managed Diversified Equity Income Fund

Eaton Vance Tax-Managed Global Buy-Write Opportunities Fund

Eaton Vance Tax-Managed Global Diversified Equity Income Fund

Eaton Vance Growth Trust, a series fund consisting of:

- o Eaton Vance Asian Small Companies Fund
- o Eaton Vance Greater China Growth Fund
- o Eaton Vance Global Growth Fund
- o Eaton Vance Multi-Cap Growth Fund
- o Eaton Vance-Atlanta Capital SMID-Cap Fund
- o Eaton Vance-Atlanta Capital Large-Cap Growth Fund
- o Eaton Vance Worldwide Health Sciences Fund

## Eaton Vance Investment Trust, a series fund consisting of:

- o AMT-Free Limited Maturity Municipals Fund
- o Eaton Vance California Limited Maturity Municipals Fund
- o Eaton Vance Massachusetts Limited Maturity Municipals Fund
- o Eaton Vance National Limited Maturity Municipals Fund
- o Eaton Vance New Jersey Limited Maturity Municipals Fund
- o Eaton Vance New York Limited Maturity Municipals Fund
- o Eaton Vance Ohio Limited Maturity Municipals Fund
- o Eaton Vance Pennsylvania Limited Maturity Municipals Fund

## Eaton Vance Municipals Trust II, a series fund consisting of:

- o Eaton Vance Insured Municipals Fund
- o Eaton Vance Hawaii Municipals Fund
- o Eaton Vance High Yield Municipals Fund
- o Eaton Vance Kansas Municipals Fund
- o Eaton Vance Tax-Advantage Bond Strategies

## Eaton Vance Mutual Funds Trust, a series fund consisting of:

- o Eaton Vance AMT-Free Municipal Bond Fund
- o Eaton Vance Cash Management Fund
- o Eaton Vance Dividend Income Fund
- o Eaton Vance Diversified Income Fund
- o Eaton Vance Floating-Rate Fund
- o Eaton Vance Floating-Rate Advantage Fund
- o Eaton Vance Floating-Rate & High Income Fund
- o Eaton Vance Government Obligations Fund
- o Eaton Vance High Income Opportunities Fund
- o Eaton Vance International Equity Fund
- o Eaton Vance International Income Fund
- o Eaton Vance Global Macro Absolute Return Fund
- o Eaton Vance Large Cap Core Research Fund
- o Eaton Vance Low Duration Fund
- o Eaton Vance Money Market Fund
- o Eaton Vance Strategic Income Fund
- o Eaton Vance Emerging Markets Local Income Fund
- o Eaton Vance Structured Emerging Markets Fund
- o Eaton Vance Tax Free Reserves
- o Eaton Vance Tax-Managed Dividend Income Fund
- o Eaton Vance Tax-Managed Equity Asset Allocation Fund
- o Eaton Vance Tax-Managed Growth Fund 1.1
- o Eaton Vance Tax-Managed Growth Fund 1.2
- o Eaton Vance Tax-Managed International Equity Fund
- o Eaton Vance Tax-Managed Mid-Cap Core Fund

- o Eaton Vance Tax-Managed Multi-Cap Growth Fund
- o Eaton Vance Tax-Managed Small-Cap Fund
- o Eaton Vance Tax-Managed Small-Cap Value Fund
- o Eaton Vance Tax-Managed Value Fund

Eaton Vance Series Trust, a series fund consisting of:

o Eaton Vance Tax-Managed Growth Fund 1.0

Eaton Vance Series Trust II, a series fund consisting of:

- Eaton Vance Income Fund of Boston
- o Eaton Vance Tax-Managed Emerging Markets Fund

Eaton Vance Special Investment Trust, a series fund consisting

- o Eaton Vance Balanced Fund
- o Eaton Vance Enhanced Equity Option Income Fund
- o Eaton Vance Emerging Markets Fund
- o Eaton Vance Risk-Managed Equity Option Income Fund
- o Eaton Vance Equity Asset Allocation Fund
- o Eaton Vance Greater India Fund
- o Eaton Vance Institutional Short-Term Income Fund
- o Eaton Vance Investment Grade Income Fund
- o Eaton Vance Large-Cap Growth Fund
- o Eaton Vance Large-Cap Value Fund
- o Eaton Vance Real Estate Fund
- o Eaton Vance Small-Cap Fund
- o Eaton Vance Small-Cap Value Fund
- o Eaton Vance Special Equities Fund
- o Eaton Vance Dividend Builder Fund

Eaton Vance Variable Trust, a series fund consisting of:

- o Eaton Vance VT Floating-Rate Income Fund
- o Eaton Vance VT Large-Cap Value Fund
- Eaton Vance VT Worldwide Health Sciences Fund

The Wright Managed Income Trust, a series fund consisting of:

- o Wright Current Income Fund
- o Wright Total Return Bond Fund

The Wright Managed Equity Trust, a series fund consisting of:

- o Wright International Blue Chip Equities Fund
- o Wright Major Blue Chip Equities Fund
- o Wright Selected Blue Chip Equities

Eaton Vance Absolute Return Strategy, LLC

Eaton Vance Opportunistic Corporate Credit Fund, LLC

Eaton Vance TALF Opportunities Fund I, LLC

Eaton Vance Option Absolute Strategy Fund, LLC

Eaton Vance Institutional High Yield Bond Fund

Eaton Vance Institutional Senior Loan Trust

Altavera Capital Fund LLC

Belair Capital Fund LLC

Belbrook Capital Fund LLC

Belcrest Capital Fund LLC

Beldore Capital Fund LLC

Belmar Capital Fund LLC

Belport Capital Fund LLC

Belrose Capital Fund LLC

Belshire Capital Fund LLC

Belterra Capital Fund LLC

Belvedere Capital Fund Company LLC

Belvedere Equity Fund LLC

Belwater Capital Fund LLC

Clearfork Capital Fund LLC

Clearwood Capital Fund LLC

Big Sky Senior Loan Trust

Big Sky II Senior Loan Fund, Ltd.

Big Sky III Senior Loan Trust

Eaton Vance Loan Opportunities Fund, Ltd.

Eaton Vance Collective Investment Trust for Qualified Plans, a series fund consisting of:

o Lloyd George Asian Fund

Eaton Vance Trust Company Collective Investment Trust for Employee Benefit Plans, a series fund consisting of:

- o Large Cap Value Sub Trust I
- o Large Cap Value Sub Trust II
- o Large-Cap Value Sub Trust III
- o High Yield Collective Trust
- o Structured Emerging Markets Collective Trust

Eaton Vance Trust Company Collective Investment Trust for Employee Benefit Plans II, a series fund consisting of:

o Eaton Vance Large Cap Growth Collective Trust

Eaton Vance Institutional Senior Loan Fund

Eaton Vance Institutional Senior Loan Trust

Eaton Vance Institutional Funds, Ltd., a series fund consisting of:

- o Eaton Vance Institutional Senior Loan Trust
- o Eaton Vance Institutional High Yield Bond Fund

Eaton Vance Money Market Fund Ltd.

Eaton Vance Cash Collateral Fund, LLC

Eaton Vance Small Cap Core Fund, LLC

Tax-Managed Multi-Cap Portfolio LLC

Eaton Vance CDO, Ltd.

Eaton Vance CDO II, Ltd.

Eaton Vance CDO III, Ltd.

Eaton Vance CDO VI, Ltd.

Eaton Vance CDO VII, Plc.

Eaton Vance CDO VIII, Ltd.

Eaton Vance CDO IX, Ltd.

Eaton Vance CDO X, Plc.

Eaton Vance Variable Leverage Fund Ltd.

LGT Multi Manager High Yield Bond Fund

Quadras Eaton Vance U.S. Value Corporate Class

State Street Bank & Trust Company Multiple Common Trust Fund, a series fund consisting of:

o LG Asian Equity Fund

The U.S. Charitable Gift Trust, a series fund consisting of:

o Donor Advised Fund Growth Fund

- Donor Advised Fund Growth Fund II
- o Donor Advised Fund Growth & Income Fund
- o Donor Advised Fund Growth & Income Fund II
- Donor Advised Fund Income Fund
- o Donor Advised Fund Income Fund II
- o Donor Advised Gift Fund Preservation Fund
- o Donor Advised Gift Fund Preservation Fund II
- o Donor Advised Fund Cash Management Fund II
- o Pooled Income Fund Current Income Fund
- o Pooled Income Fund Current Income Fund II
- o Pooled Income Fund High Yield Fund
- o Pooled Income Fund High Yield Fund II
- o Pooled Income Fund Growth and Income Fund
- o Pooled Income Fund Growth and Income Fund II
- o PIF Income Fund 6 Yr. Low Fee
- o PIF Income Fund 6 Yr. Low Fee II
- o PIF Growth & Income Fund 6 Yr. Los Fee
- o 2010 Invest Grade Charitable Deferred Retirement Fund
- o 2010 High Yield Charitable Deferred Retirement Fund
- o 2012 Invest Grade Charitable Deferred Retirement Fund
- o 2020 High Yield Charitable Deferred Retirement Fund

Eaton Vance Medallion Funds, Ltd., a series fund consisting of:

- o Eaton Vance Medallion Floating-Rate Income Fund
- o Eaton Vance Medallion Strategic Income Fund
- o Eaton Vance Medallion Floating Rate Income Portfolio

Eaton Vance Emerald Funds plc, a series fund consisting of:

- o Emerald Worldwide Health Sciences Fund
- o Emerald U.S. Value Fund
- o Emerald U.S. High Yield Bond Fund
- o Emerald U.S. Growth Fund
- o Emerald Short-Term High Quality Fixed Income Fund
- o Emerald PPA Energy Marketing Equity Fund
- o Emerald U.S. Research

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 2

Eaton Vance Management

Eaton Vance Management

BOND NUMBER

00125109B

EFFECTIVE DATE

BOND PERIOD

AUTHORIZED REPRESENTATIVE

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that this Bond (other than Insuring Agreements C and D) does not cover loss resulting from or in connection with any business, activities, or acts or omissions of (including services rendered by) any Insured which is <u>not</u> an Insured Fund ("Non-Fund") or any Employee of a Non-Fund, <u>except</u> loss, otherwise covered by the terms of this Bond, resulting from or in connection with

- (1) services rendered by a Non-Fund to an Insured Fund, or to shareholders of such Fund in connection with the issuance, transfer, or redemption of their Fund shares; or
- (2) Investment Advisory Services rendered by a Non-Fund to an investment advisory client of such Non-Fund; or
- (3) in the case of a Non-Fund substantially all of whose business is rendering the services described in (1) or (2) above, the general business, activities or operations of such Non-Fund, <u>excluding</u> (a) the rendering of services (other than those described in (1) or (2) above) to any person, or (b) the sale of goods or property of any kind.

It is further understood and agreed that with respect to any Non-Fund, Insuring Agreements C and D only cover loss of Property which a Non-Fund uses or holds, or in which a Non-Fund has an interest, in each case wholly or partially in connection with the rendering of services described in (1) or (2) above.

As used herein, "Investment Advisory Services" means (a) advice with respect to the desirability of investing in, purchasing or selling securities or other property, including the power to determine what securities or other property shall be purchased or sold, but <u>not</u> including furnishing <u>only</u> statistical and other factual information (such as economic factors and trends); and (b) the provision of financial, economic or investment management services, but only if ancillary and related to the advice referred to in clause (a) above.

For purposes of this Rider, Investment Advisory Services shall not include Personal Financial Planning Services.

It is further understood and agreed that as used herein, "Personal Financial Planning Services" means the provision of financial plans to individuals for compensation and the provision of services related thereto, and may include specific recommendations for the implementation of such plans and advice with respect to tax planning, retirement planning, estate planning, insurance planning, budgeting and cash management, or similar types of financial advice, but not including solely Investment Advisory Services.

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 3

Eaton Vance Management

Eaton Vance Management

BOND NUMBER

00125109B

EFFECTIVE DATE

BOND PERIOD

AUTHORIZED REPRESENTATIVE

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that this Bond (other than Insuring Agreements C and D) does not cover loss resulting from or in connection with any business, activities, acts or omissions of any Insured or any Employee of any Insured where such loss is based upon, arises out of or in any way involves the provision of services to any Plan, <u>EXCEPT</u> loss, otherwise covered by the terms of this Bond, resulting from, or in connection with the business of:

- (a) the provision of Investment Advisory Services by an Insured to any In-House Plan; or
- (b) the provision of Administrative Services by an Insured to any In-House Plan;

It is further understood and agreed that Insuring Agreements C and D only cover loss of Property which an Insured uses or holds, or in which the Insured has an interest, in each case in connection with (a) or (b) above.

It is further understood and agreed that notwithstanding the foregoing, this Bond (other than Insuring Agreements C and D) does not cover loss resulting from or in connection with, and Insuring Agreements C and D do not cover loss of Property which an Insured uses or holds, or in which it has an interest, in each case in connection with:

- (1) the discretionary voting by or on behalf of any Plan of Designated Securities owned or held by such Plan, unless, in the case of a vote by or on behalf of the Plan, such vote was pursuant to the direction of a majority of trustees of such Plan who were not then Inter- ested Trustees;
- (2) custodial services for the safekeeping and custody of securities or other property;
- (3) liability of an Insured arising from its status as the employer of employees covered by a Plan (including liability arising from the Insured's failure to collect contributions or to pay benefits); or

It is further understood and agreed that for purposes of this rider:

- (1) "Administrative Services" shall mean administrative services, including, without limitation, voting securities which are Plan assets, causing Plan assets to be invested as directed in accordance with the Plan, and maintaining records and preparing reports with respect to Plan contributions, participant accounts and investments.
- (2) "Affiliated Entity" means any entity controlling, controlled by, or under common control with an Insured.
- (3) "Designated Securities" means securities issued by an Insured, or by any Affiliated Entity, or by any Fund to which such Insured or any Affiliated Entity provides any services.
- (4) "Interested Trustee" means any trustee of a Plan who is also (a) an officer, director, trustee, partner or employee of, or who owns, controls, or holds power to vote 5% or more of the outstanding voting securities of, (i) any Insured (other than such Plan), or (ii) any Affiliated Entity, or (iii) any Fund to which such Insured or any Affiliated Entity provides any ser- vices, or (b) an Insured or an Affiliated Entity.
- (5) "Plan" means any retirement or employee benefit plan, including any trust relating thereto.
- (6) "In-House Plan" means any Plan for employees of an Insured, or for any Affiliated Entity, but always excluding employee stock ownership plans, stock bonus plans, and any trusts relating thereto.

It is further understood and agreed that with respect to In-House Plans, for purposes of Rider No. 2 of this bond only, an In-House Plan named as an Insured under this bond shall not be deemed to be a Non-Fund.

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 4

Eaton Vance Management 00125109B

EFFECTIVE DATE BOND PERIOD AUTHORIZED REPRESENTATIVE

September 1, 2009 September 1, 2009 to September 1, 2010 /S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that notwithstanding anything to the contrary in this Bond, this Bond shall not cover loss resulting from or in connection with the discretionary voting by any Insured of securities owned or held by any client of such Insured, where such securities are issued by (1) such Insured, or (2) any entity controlling, controlled by, or under common control with such Insured, ("Affiliated Entity"), or (3) any Fund to which such Insured or any Affiliated Entity provides any services.

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 5

Eaton Vance Management

Eaton Vance Management

BOND NUMBER

00125109B

EFFECTIVE DATE

BOND PERIOD

AUTHORIZED REPRESENTATIVE

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that no action involving any Foreign Entity as a party, or otherwise relating to any Foreign Entity may be brought against the Underwriter anywhere other than in a court within the State of Vermont in the United States of America. In the case of any such action, this Bond shall be governed by and construed and enforced only in accordance with (1) the internal laws of the State of Vermont (without reference to choice of law doctrine applicable in such state); and (2) the English text as it appears in this Bond.

It is further understood and agreed that as used in Insuring Agreement E., Forgery or Alteration, Sections 1.I(5), 2.E, and 2.O of, and Rider 2 to this Bond <u>only</u>, the term "Fund" or "Investment Company," shall be deemed to include the Unregistered Funds and Foreign Funds.

It is further understood and agreed that as used in Insuring Agreement B., Audit Expense, Insuring Agreement F., Securities and Section 2.E of this Bond <u>only</u>, the term "Self Regulatory Organization" shall be deemed to include any association or organization of investment advisers or securities dealers registered or authorized under the securities laws of any government or any securities exchange registered with any government.

It is further understood and agreed that notwithstanding, Section 17 or any other provision of this Bond, this Bond shall terminate immediately as to any Foreign Entity without prior notice to such Foreign Entity:

- (1) if there is a change in control (as defined in Section 17 of this Bond) of such Foreign Entity by transfer of its outstanding voting securities or otherwise, or
- (2) if such Foreign Entity shall merge or consolidate with an entity such that the Foreign Entity is the surviving entity, or purchase or otherwise acquire any other entity or substantially all the assets of another entity, or acquire or create a subsidiary or separate investment portfolio,

<u>unless</u>, prior to such change in control, or merger or consolidation, or purchase, or acquisition or creation, respectively ("Event"), the Foreign Entity notifies the Underwriter in writing of the impending Event and the Underwriter, in its sole discretion, determines to continue the Bond upon such terms and conditions as the Underwriter may deem appropriate.

As used herein, "Foreign Entity" shall mean:

Eaton Vance Management (International) Ltd. Eaton Vance Advisers (Ireland) Limited Eaton Vance CDO Corp. all Unregistered Funds all Foreign Funds

## As used herein, "Unregistered Funds" shall mean:

Eaton Vance Absolute Return Strategy, LLC

Eaton Vance Opportunistic Corporate Credit Fund, LLC

Eaton Vance TALF Opportunities Fund I, LLC

Eaton Vance Option Absolute Strategy Fund, LLC

Eaton Vance Institutional High Yield Bond Fund

Eaton Vance Institutional Senior Loan Trust

Eaton Vance Institutional Senior Loan Fund

Eaton Vance Money Market Fund Ltd.

Eaton Vance Small Cap Core Fund, LLC

Altavera Capital Fund LLC

Belair Capital Fund LLC

Belbrook Capital Fund LLC

Belcrest Capital Fund LLC

Beldore Capital Fund LLC

Belmar Capital Fund LLC

Belport Capital Fund LLC

Belrose Capital Fund LLC

Belshire Capital Fund LLC

Belterra Capital Fund LLC

Belvedere Capital Fund Company LLC

Belvedere Equity Fund LLC

Belwater Capital Fund LLC

Clearfork Capital Fund LLC

Clearwood Capital Fund LLC

Big Sky Senior Loan Trust

Big Sky II Senior Loan Fund, Ltd.

Big Sky III Senior Loan Trust

Eaton Vance Loan Opportunities Fund, Ltd.

Eaton Vance Collective Investment Trust for Qualified Plans, a series fund consisting of:

o Lloyd George Asian Fund

Eaton Vance Trust Company Collective Investment Trust for Employee Benefit Plans, a series fund consisting of:

- o Large Cap Value Sub Trust I
- o Large Cap Value Sub Trust II
- o Large-Cap Value Sub Trust III
- o High Yield Collective Trust

- o Structured Emerging Markets Collective Trust
- Eaton Vance Trust Company Collective Investment Trust for Employee Benefit Plans II, a series fund consisting of:
  - o Eaton Vance Large Cap Growth Collective Trust

Eaton Vance Institutional Funds, Ltd., a series fund consisting of:

- o Eaton Vance Institutional Senior Loan Trust
- o Eaton Vance Institutional High Yield Bond Fund

Eaton Vance Cash Collateral Fund, LLC

Tax-Managed Multi-Cap Portfolio LLC

Eaton Vance CDO, Ltd.

Eaton Vance CDO II, Ltd.

Eaton Vance CDO III, Ltd.

Eaton Vance CDO VI. Ltd.

Eaton Vance CDO VII, Plc.

Eaton Vance CDO VIII, Ltd.

Eaton Vance CDO IX, Ltd.

Eaton Vance CDO X, Plc.

Eaton Vance Variable Leverage Fund Ltd.

LGT Multi Manager High Yield Bond Fund

Quadras Eaton Vance U.S. Value Corporate Class

State Street Bank & Trust Company Multiple Common Trust Fund, a series fund consisting of:

LG Asian Equity Fund

The U.S. Charitable Gift Trust, a series fund consisting of:

- o Donor Advised Fund Growth Fund
- o Donor Advised Fund Growth Fund II
- o Donor Advised Fund Growth & Income Fund
- o Donor Advised Fund Growth & Income Fund II
- o Donor Advised Fund Income Fund
- o Donor Advised Fund Income Fund II
- o Donor Advised Gift Fund Preservation Fund
- o Donor Advised Gift Fund Preservation Fund II
- o Donor Advised Fund Cash Management Fund II
- o Pooled Income Fund Current Income Fund
- o Pooled Income Fund Current Income Fund II
- o Pooled Income Fund High Yield Fund
- o Pooled Income Fund High Yield Fund II
- o Pooled Income Fund Growth and Income Fund
- o Pooled Income Fund Growth and Income Fund II
- o PIF Income Fund 6 Yr. Low Fee
- o PIF Income Fund 6 Yr. Low Fee II
- o PIF Growth & Income Fund 6 Yr. Los Fee
- o 2010 Invest Grade Charitable Deferred Retirement Fund
- o 2010 High Yield Charitable Deferred Retirement Fund
- o 2012 Invest Grade Charitable Deferred Retirement Fund
- o 2020 High Yield Charitable Deferred Retirement Fund

As used herein, "Foreign Funds" shall mean:

Eaton Vance Medallion Funds, Ltd., a series fund consisting of:

- o Eaton Vance Medallion Floating-Rate Income Fund
- o Eaton Vance Medallion Strategic Income Fund
- o Eaton Vance Medallion Floating Rate Income Portfolio

Eaton Vance Emerald Funds plc, a series fund consisting of:

- o Emerald Worldwide Health Sciences Fund
- o Emerald U.S. Value Fund
- o Emerald U.S. High Yield Bond Fund
- o Emerald U.S. Growth Fund
- o Emerald Short-Term High Quality Fixed Income Fund
- o Emerald PPA Energy Marketing Equity Fund
- o Emerald U.S. Research Fund

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 6

Eaton Vance Management

Eaton Vance Management

BOND NUMBER

00125109B

EFFECTIVE DATE

BOND PERIOD

AUTHORIZED REPRESENTATIVE

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that notwithstanding Section 2.Q of this Bond, this Bond is amended by adding an additional Insuring Agreement J as follows:

#### J. COMPUTER SECURITY

Loss (including loss of Property) resulting directly from Computer Fraud; <u>provided</u>, that the Insured has adopted in writing and generally maintains and follows during the Bond Period all Computer Security Procedures. The isolated failure of the Insured to maintain and follow a particular Computer Security Procedure in a particular instance will not preclude coverage under this Insuring Agreement, subject to the specific exclusions herein and in the Bond.

- 1. <u>Definitions</u>. The following terms used in this Insuring Agreement shall have the following meanings:
  - a. "Authorized User" means any person or entity designated by the Insured (through contract, assignment of User Identification, or otherwise) as authorized to use a Covered Computer System, or any part thereof.
  - b. "Computer Fraud" means the unauthorized entry of data into, or the deletion or destruction of data in, or change of data elements or programs within, a Covered Computer System which:
    - (1) is committed by any Unauthorized Third Party anywhere, alone or in collusion with other Unauthorized Third Parties; and
    - (2) is committed with the conscious manifest intent (a) to cause the Insured to sustain a loss, <u>and</u> (b) to obtain financial benefit for the perpetrator or any other person; <u>and</u>
    - (3) causes (x) Property to be transferred, paid or delivered; <u>or (y)</u> an account of the Insured, or of its customer, to be added, deleted, debited or credited; <u>or (z)</u> an unauthorized or fictitious account to be debited or credited.

- c. "Computer Security Procedures" means procedures for prevention of unauthorized computer access and administration of computer access as provided in writing to the Underwriter.
- d. "Covered Computer System" means any Computer System as to which the Insured has possession, custody and control.
- e. "Unauthorized Third Party" means any person or entity that, at the time of the Computer Fraud, is not an Authorized User.
- 2. <u>Exclusions</u>. It is further understood and agreed that this Insuring Agreement J shall not cover:
  - a. Any loss covered under Insuring Agreement A, "Fidelity," of this Bond; and
  - b. Any loss resulting directly or indirectly from Theft or misappropriation of confidential or proprietary information, material or data (including but not limited to trade secrets, computer programs or customer information); and
  - c. Any loss resulting from the intentional failure to adhere to one or more Computer Security Procedures; and
  - d. Any loss resulting from a Computer Fraud committed by or in collusion with:
    - (1) any Authorized User (whether a natural person or an entity); or
    - (2) in the case of any Authorized User which is an entity, (a) any director, officer, partner, employee or agent of such Authorized User, or (b) any entity which controls, is controlled by, or is under common control with such Authorized User ("Related Entity"), or (c) any director, officer, partner, employee or agent of such Related Entity; or
    - (3) in the case of any Authorized User who is a natural person, (a) any entity for which such Authorized User is a director, officer, partner, employee or agent ("Employer Entity"), or (b) any director, officer, partner, employee or agent of such Employer Entity, or (c) any entity which controls, is controlled by, or is under common control with such Employer Entity ("Employer-Related Entity"), or (d) any director, officer, partner, employee or agent of such Employer-Related Entity;

## <u>and</u>

- e. Any loss resulting from physical damage to or destruction of any Covered Computer System, or any part thereof, or any data, data elements or media associated therewith; and
- f. Any loss not directly and proximately caused by Computer Fraud (including, without limitation, disruption of business and extra expense); and

g. Payments made to any person(s) who has threatened to deny or has denied authorized access to a Covered Computer System or otherwise has threatened to disrupt the business of the Insured.

For purposes of this Insuring Agreement, "Single Loss," as defined in Section 1.X of this Bond, shall also include all loss caused by Computer Fraud(s) committed by one person, or in which one person is implicated, whether or not that person is specifically identified. 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 a Single Loss.

It is further understood and agreed that nothing in this Rider shall affect the exclusion set forth in Section 2.0 of this Bond.

It is further understood and agreed that notwithstanding Section 9, Non-Reduction and Non-Accumulation of Liability and Total Liability, or any other provision of this Bond, the Aggregate Limit of Liability of the Underwriter under this Bond with respect to any and all loss or losses under this Insuring Agreement shall be an aggregate of Eighty Million Dollars (\$80,000,000) for the Bond Period, irrespective of the total amount of any such loss or losses.

Coverage under this Insuring Agreement shall terminate upon termination of this Bond. Coverage under this Insuring Agreement may also be terminated without terminating this Bond as an entirety:

- (a) by written notice from the Underwriter not less than sixty (60) days prior to the effective date of termination specified in such notice; or
- (b) immediately by written notice from the Insured to the Underwriter.

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 7

Eaton Vance Management 00125109B

EFFECTIVE DATE BOND PERIOD AUTHORIZED REPRESENTATIVE

September 1, 2009 September 1, 2009 to September 1, 2010 /S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that the Deductible Amount for Insuring Agreement E, Forgery or Alteration, and Insuring Agreement F, Securities, shall not apply with respect to loss through Forgery of a signature on the following documents:

- (1) letter requesting redemption of \$50,000 or less payable by check to the shareholder of record and addressed to the address of record; or
- (2) letter requesting redemption of \$50,000 or less by wire transfer to the record shareholder's bank account of record; or
- (3) written request to a trustee or custodian for a Designated Retirement Account ("DRA") which holds shares of an Insured Fund, where such request (a) purports to be from or at the instruction of the Owner of such DRA, and (b) directs such trustee or custodian to transfer \$50,000 or less from such DRA to a trustee or custodian for another DRA established for the benefit of such Owner;

<u>provided</u>, that the Limit of Liability for a Single Loss as described above shall be \$50,000 and that the Insured shall bear 20% of each such loss. This Rider shall not apply in the case of any such Single Loss which exceeds \$50,000; in such case the Deductible Amounts and Limits of Liability set forth in Item 3 of the Declarations shall control.

## For purposes of this Rider:

- (A) "Designated Retirement Account" means any retirement plan or account described or qualified under the Internal Revenue Code of 1986, as amended, or a subaccount thereof.
- (B) "Owner" means the individual for whose benefit the DRA, or a subaccount thereof, is established.

## ICI MUTUAL INSURANCE COMPANY,

## a Risk Retention Group

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 8

INSURED		BOND NUMBER
Eaton Vance Manager	nent	00125109B
EFFECTIVE DATE	BOND PERIOD	AUTHORIZED REPRESENTATIVE
September 1, 2009	September 1, 2009 to September 1, 2010	0 /S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that this Bond does not cover any loss resulting from or in connection with the acceptance of any Third Party Check, unless

- (1) such Third Party Check is used to open or increase an account which is registered in the name of one or more of the payees on such Third Party Check, and
- (2) reasonable efforts are made by the Insured, or by the entity receiving Third Party Checks on behalf of the Insured, to verify all endorsements on all Third Party Checks made payable in amounts greater than \$100,000 (provided, however, that the isolated failure to make such efforts in a particular instance will not preclude coverage, subject to the exclusions herein and in the Bond),

and then only to the extent such loss is otherwise covered under this Bond.

For purposes of this Rider, "Third Party Check" means a check made payable to one or more parties and offered as payment to one or more other parties.

It is further understood and agreed that notwithstanding anything to the contrary above or elsewhere in the Bond, this Bond does not cover any loss resulting from or in connection with the acceptance of a Third Party Check where:

- (1) any payee on such Third Party Check reasonably appears to be a corporation or other entity; or
- (2) such Third Party Check is made payable in an amount greater than \$100,000 and does not include the purported endorsements of all payees on such Third Party Check.

It is further understood and agreed that this Rider shall not apply with respect to any coverage that may be available under Insuring Agreement A, "Fidelity."

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 9

Eaton Vance Management

Eaton Vance Management

BOND NUMBER

00125109B

EFFECTIVE DATE

BOND PERIOD

AUTHORIZED REPRESENTATIVE

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that, notwithstanding anything to the contrary in General Agreement A of this Bond, Item 1 of the Declarations shall include any Newly Created Investment Company or portfolio provided that the Insured shall submit to the Underwriter within fifteen (15) days after the end of each calendar quarter, a list of all Newly Created Investment Companies or portfolios, the estimated annual assets of each Newly Created Investment Company or portfolio, and copies of any prospectuses and statements of additional information relating to such Newly Created Investment Companies or portfolios, unless said prospectuses and statements of additional information have been previously submitted. Following the end of a calendar quarter, any Newly Created Investment Company or portfolio created within the preceding calendar quarter will continue to be an Insured only if the Underwriter is notified as set forth in this paragraph, the information required herein is provided to the Underwriter, and the Underwriter acknowledges the addition of such Newly Created Investment Company or portfolio to the Bond by a Rider to this Bond.

For purposes of this Rider, "Newly Created Investment Company or portfolio" shall mean any Investment Company or portfolio for which registration with the SEC has been declared effective for a time period of less than one calendar quarter.

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 10

Eaton Vance Management

Effective date

Bond number

00125109B

Effective date

Bond period

Authorized representative

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration for the premium charged for this Bond, it is hereby understood and agreed that, with respect to Insuring Agreement I only, the Deductible Amount set forth in Item 3 of the Declarations ("Phone/Electronic Deductible") shall not apply with respect to a Single Loss, otherwise covered by Insuring Agreement I, caused by:

- (1) a Phone/Electronic Redemption requested to be paid or made payable by check to the Shareholder of Record at the address of record; or
- (2) a Phone/Electronic Redemption requested to be paid or made payable by wire transfer to the Shareholder of Record's bank account of record,

<u>provided</u>, that the Limit of Liability for a Single Loss as described in (1) or (2) above shall be the lesser of 80% of such loss or \$40,000 and that the Insured shall bear the remainder of each such Loss. This Rider shall not apply if the application of the Phone/Electronic Deductible to the Single Loss would result in coverage of greater than \$40,000 or more; in such case the Phone-initiated Deductible and Limit of Liability set forth in Item 3 of the Declarations shall control.

For purposes of this Rider, "Phone/Electronic Redemption" means any redemption of shares issued by an Investment Company, which redemption is requested (a) by voice over the telephone, (b) through an automated telephone tone or voice response system, or (c) by Telefacsimile.

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 11

Eaton Vance Management

Effective date

Bond number

00125109B

Effective date

Bond period

Authorized representative

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

In consideration of the premium charged for this Bond, it is hereby understood and agreed that notwithstanding anything to the contrary in this Bond (including Insuring Agreement I), this Bond does not cover loss caused by a Phone/Electronic Transaction requested:

- by transmissions over the Internet (including any connected or associated intranet or extranet) or utilizing modem or similar connections]; or
- by wireless device transmissions over the Internet (including any connected or associated intranet or extranet),

except insofar as such loss is covered under Insuring Agreement A "Fidelity" of this Bond.

## INVESTMENT COMPANY BLANKET BOND

## **RIDER NO. 12**

Eaton Vance Management

Effective date

Bond number

00125109B

Effective date

Bond period

Authorized representative

September 1, 2009

September 1, 2009 to September 1, 2010

/S/ John T. Mulligan

Most property and casualty insurers, including ICI Mutual Insurance Company, a Risk Retention Group ("ICI Mutual"), are subject to the requirements of the Terrorism Risk Insurance Act of 2002, as amended (the "Act"). The Act establishes a Federal insurance backstop under which ICI Mutual and these other insurers will be partially reimbursed for future "insured losses" resulting from certified "acts of terrorism." (Each of these bolded terms is defined by the Act.) The Act also places certain disclosure and other obligations on ICI Mutual and these other insurers.

Pursuant to the Act, any future losses to ICI Mutual caused by certified "acts of terrorism" will be partially reimbursed by the United States government under a formula established by the Act. Under this formula, the United States government will reimburse ICI Mutual for 90% of ICI Mutual's "insured losses" in excess of a statutorily established deductible until total insured losses of all participating insurers reach \$100 billion. If total "insured losses" of all property and casualty insurers reach \$100 billion during any applicable period, the Act provides that the insurers will not be liable under their policies for their portions of such losses that exceed such amount. Amounts otherwise payable under this bond may be reduced as a result.

This bond has no express exclusion for "acts of terrorism." However, coverage under this bond remains subject to all applicable terms, conditions and limitations of the bond (including exclusions) that are permissible under the Act. The portion of the premium that is attributable to any coverage potentially available under the bond for "acts of terrorism" is one percent (1%).

## INVESTMENT COMPANY BLANKET BOND

## RIDER NO. 13

Eaton Vance Management

Enterpretative date

Bond number

00125109B

Authorized representative

September 1, 2009 September 1, 2009 to September 1, 2010 /S/ John T. Mulligan

### FINRA BOND RIDER

In consideration of the premium charged for this Bond, it is hereby understood and agreed that with respect to Eaton Vance Distributors only, this Bond is amended as follows:

- 1. For purposes of Insuring Agreement C ("On Premises"), Sections 2 ("Exclusions"), and Section 6 ("Valuation of Property"), "Property" shall be deemed to include furnishings, fixtures, supplies, and equipment located within the office of and owned by the Insured; and
- 2. For purposes of Insuring Agreement C ("On Premises"), "Mysterious Disappearances" shall be deemed to include "misplacement."
- 3. The last sentence of Section 1.I ("Definitions 'Employee") and Section 2.M are deleted; and
- 4. The following statement is added to the Bond: "The Underwriter will use its best efforts to promptly notify the Financial Industry Regulatory Authority, Inc. in the event the Bond is cancelled, terminated or substantially modified. Failure to make such notification shall not impair or delay the effectiveness of any such cancellation, termination or substantial modification."; and
- 5. The first sentence of the second paragraph of Section 13 ("Termination") is amended to read as follows: "The Insured may terminate this Bond only by written notice to the Underwriter prior to the effective date of the termination, with such effective date specified in the notice;" and

6. With respect to the following Insuring Agreements, Item 3 of the Declarations is modified to read as follows:

	Limit of	Deductible
	Liability	Amount
Insuring Agreement A - Fidelity	\$5,000,000	\$150,000
Insuring Agreement B - Audit Expense	\$5,000,000	\$150,000
Insuring Agreement C - On Premises	\$5,000,000	\$150,000
Insuring Agreement D - In Transit	\$5,000,000	\$150,000
Insuring Agreement E - Forgery or Alteration	\$5,000,000	\$150,000
Insuring Agreement F - Securities	\$5,000,000	\$150,000
Insuring Agreement G - Counterfeit Currency	\$5,000,000	\$150,000

It is further understood and agreed, the Underwriter will use its best efforts to notify the Financial Industry Regulatory Authority, Inc. within 30 days in the event the Bond is substantially modified, terminated or canceled.

#### CERTIFICATE OF SECRETARY

I, Maureen A. Gemma, Secretary of Asian Small Companies Portfolio, Boston Income Portfolio, Capital Growth Portfolio, Cash Management Portfolio, Dividend Builder Portfolio, Dividend Income Portfolio, Emerging Markets Local Income Portfolio, Emerging Markets Portfolio, Floating Rate Portfolio, Global Growth Portfolio, Global Macro Portfolio, Government Obligations Portfolio, Greater China Growth Portfolio, Greater India Portfolio, High Income Opportunities Portfolio, International Equity Portfolio, International Income Portfolio, Investment Grade Income Portfolio, Investment Portfolio, Large-Cap Core Research Portfolio, Large-Cap Growth Portfolio, Large-Cap Portfolio, Large-Cap Value Portfolio, Multi-Cap Growth Portfolio, Multi-Sector Portfolio, Senior Debt Portfolio, Small-Cap Portfolio, SMID-Cap Portfolio, Special Equities Portfolio, Tax-Managed Growth Portfolio, Tax-Managed International Equity Portfolio, Tax-Managed Mid-Cap Core Portfolio, Tax-Managed Multi-Cap Growth Portfolio, Tax-Managed Small Cap Value Portfolio, Tax-Managed Small-Cap Portfolio, Tax-Managed Value Portfolio, and Worldwide Health Sciences Portfolio (individually, the "Portfolio" and collectively, the "Portfolios"), do hereby certify that the following resolutions are a true copy of the resolutions duly adopted by the Board of Trustees of the Portfolios at a meeting of the Board of Trustees on August 10, 2009, and that such resolutions have not been amended, modified or rescinded and remain in full force and effect:

RESOLVED: That after due consideration of all relevant factors, including, but not limited to the value of the aggregate assets of the Fund to which any covered person may have access, the type and terms of the arrangements made with the Fund's custodian for the custody and safekeeping of such assets, and the nature of the securities held by the Fund, it is determined that the amount, type, form and coverage provided by the ICI Mutual Insurance Company Bond (the "Bond") in an amount up to \$70,000,000 is approved and deemed to be reasonable and adequate:

### **FURTHER**

RESOLVED: That after due consideration of all relevant factors, including, but not limited to, the number of the other parties named as insured under said Bond, the nature of the business activities of such other parties, the amount of said Bond, the amount of the premium for said Bond, the ratable allocation of the premiums among all parties named as insureds, and the extent to which the share of the premium allocated to the Fund is less than the premium the Fund would have had to pay if it had provided and maintained a single insured bond, it is determined that the portion of the premium on said Bond to be paid by the Fund, is approved and deemed to be fair and reasonable:

### **FURTHER**

RESOLVED: That the Treasurer and any Assistant Treasurer are designated as officers of the Fund to make any filings and give any notices required by such Fund by Rule 17g-1 under the Investment Company Act of 1940;

Dated: October 22, 2009	
	/s/ Maureen A. Gemma Maureen A. Gemma, Secretary

IN WITNESS WHEREOF, I have hereunto signed by name.

## **Fidelity Bond Premium Allocation**

## Sum of

	Gross Assets	Stand-Alone Series	Amount of		
	at 7/31/09	<b>Gross Assets</b>	Bond Required		
	(in millions	(in millions	(in thousands	Percentage	Premium
	000,000 omitted)	000,000 omitted)	000 omitted)	Allocation	Allocation
Asian Small Companies Portfolio	130.3		525	0.16%	\$316.80
Boston Income Portfolio	2,294.5		1700	2.84%	\$5,623.26
Capital Growth Portfolio	98.1		450	0.12%	\$237.60
Cash Management Portfolio	1,516.4		1500	1.88%	\$3,722.44
Dividend Income Portfolio	381.3		750	0.47%	\$930.61
Eaton Vance California Municipal Income Trust	140.8		525	0.17%	\$336.60
Eaton Vance Enhanced Equity Income Fund	515.4		900	0.64%	\$1,267.21
Eaton Vance Enhanced Equity Income Fund II	589.6		900	0.73%	\$1,445.41
Eaton Vance Insured California Municipal Bond Fund	433.0		750	0.54%	\$1,069.21
Eaton Vance Insured California Municipal Bond Fund II	75.5		450	0.09%	\$178.20
Eaton Vance Insured Massachusetts Municipal Bond Fund	38.0		350	0.05%	\$99.00
Eaton Vance Insured Michigan Municipal Bond Fund	33.4		300	0.04%	\$79.20
Eaton Vance Insured Municipal Bond Fund	1,369.3		1250	1.70%	\$3,366.03
Eaton Vance Insured Municipal Bond Fund II	196.1		600	0.24%	\$475.20
Eaton Vance Insured New Jersey Municipal Bond Fund	55.1		400	0.07%	\$138.60
Eaton Vance Insured New York Municipal Bond Fund	333.4		750	0.41%	\$811.81
Eaton Vance Insured New York Municipal Bond Fund II	53.0		400	0.07%	\$138.60
Eaton Vance Insured Ohio Municipal Bond Fund	46.9		350	0.06%	\$118.80
Eaton Vance Insured Pennsylvania Municipal Bond Fund	59.1		400	0.07%	\$138.60
Eaton Vance Limited Duration Income Fund	2,592.2		1900	3.21%	\$6,355.86
Eaton Vance Massachusetts Municipal Income Trust	55.6		400	0.07%	\$138.60
Eaton Vance Michigan Municipal Income Trust	43.5		350	0.05%	\$99.00
Eaton Vance Municipal Income Trust	376.1		750	0.47%	\$930.61
Eaton Vance National Municipal Opportunities Trust	329.1		750	0.41%	\$811.81
Eaton Vance New Jersey Municipal Income Trust	95.4		450	0.12%	\$237.60
Eaton Vance New York Municipal Income Trust	109.1		525	0.14%	\$277.20
Eaton Vance Ohio Municipal Income Trust	58.5		400	0.07%	\$138.60
Eaton Vance Pennsylvania Municipal Income Trust	56.4		400	0.07%	\$138.60
Eaton Vance Risk-Managed Diversified Equity Income Fund	1,154.1		1250	1.43%	\$2,831.43
Eaton Vance Short Duration Diversified Income Fund	319.0		750	0.39%	\$772.21
Eaton Vance Senior Floating-Rate Trust	641.0		900	0.79%	\$1,564.22
Eaton Vance Senior Income Trust	325.7		750	0.40%	\$792.01
Eaton Vance Tax-Advantaged Dividend Income Fund	1,427.6		1250	1.77%	\$3,504.64
Eaton Vance Floating-Rate Income Trust	730.6		900	0.90%	\$1,782.02
Eaton Vance Tax-Advantaged Global Dividend Income Fund	1,341.5		1250	1.66%	\$3,286.83
Eaton Vance Tax-Advantaged Global Dividend Opportunities Fund	350.7		750	0.43%	\$851.41
Eaton Vance Tax-Managed Emerging Markets Fund	1,400.7		1250	1.73%	\$3,425.43
Eaton Vance Tax-Managed Buy-Write Income Fund	348.3		750	0.43%	\$851.41
Eaton Vance Tax-Managed Buy-Write Opportunities Fund	861.6		1000	1.07%	\$2,118.62
Eaton Vance Tax-Managed Diversified Equity Income Fund	1,913.3		1500	2.37%	\$4,692.65
Eaton Vance Tax-Managed Global Buy-Write Opportunities Fund	1,407.0		1250	1.74%	\$3,445.23

	Gross Assets	Stand-Alone Series	Amount of		
	at 7/31/09	<b>Gross Assets</b>	<b>Bond Required</b>		
	(in millions	(in millions	(in thousands	Percentage	Premium
	<u>000,000 omitted)</u>	<u>000,000 omitted)</u>	000 omitted)	Allocation	Allocation
Eaton Vance Tax-Managed Global Diversified Equity Income Fund	3,652.3		2300	4.52%	\$8,949.69
Eaton Vance Credit Opportunities Fund	66.7		400	0.08%	\$158.40
Emerging Markets Local Income Portfolio	98.0		450	0.12%	\$237.60
Emerging Markets Portfolio	55.9		400	0.07%	\$138.60
Floating Rate Portfolio	4,186.6		2500	5.18%	\$10,256.50
Global Growth Portfolio	53.9		400	0.07%	\$138.60
Government Obligations Portfolio	908.3		1000	1.12%	\$2,217.62
Greater China Growth Portfolio	250.6		750	0.31%	\$613.81
Multi-Cap Growth Portfolio	172.1		600	0.21%	\$415.80
High Income Opportunities Portfolio	655.9		900	0.81%	\$1,603.82
International Equity Portfolio	30.6		300	0.04%	\$79.20
International Income Portfolio	58.5		400	0.07%	\$138.60
Investment Grade Income Portfolio	124.6		525	0.15%	\$297.00
Investment Portfolio	229.6		600	0.28%	\$554.41
Large-Cap Growth Portfolio	133.1		525	0.16%	\$316.80
Large-Cap Portfolio	24.5		250	0.03%	\$59.40
Large-Cap Value Portfolio	13,402.3		2500	16.59%	\$32,848.53
Multi-Sector Portfolio	32.2		300	0.04%	\$79.20
Senior Debt Portfolio	1,539.2		1500	1.91%	\$3,781.84
Small-Cap Portfolio	84.4		450	0.10%	\$198.00
SMID-Cap Portfolio	138.7		525	0.17%	\$336.60
Greater India Portfolio	642.2		900	0.80%	\$1,584.02
Special Equities Portfolio	60.9		400	0.08%	\$158.40
Global Macro Portfolio	968.0		1000	1.20%	\$2,376.02
Tax-Managed Growth Portfolio	9,364.9		2500	11.63%	\$23,027.73
Tax-Managed International Equity Portfolio	189.6		600	0.23%	\$455.40
Tax-Managed Mid-Cap Core Portfolio	67.6		400	0.08%	\$158.40
Tax-Managed Multi-Cap Growth Portfolio	130.3		525	0.16%	\$316.80
Tax-Managed Small-Cap Portfolio	157.1		600	0.19%	\$376.20
Tax-Managed Small-Cap Value Portfolio	64.1		400	0.08%	\$158.40
Tax-Managed Value Portfolio	1,611.5		1500	2.00%	\$3,960.04
Dividend Builder Portfolio	1,404.4		1250	1.74%	\$3,445.23
Worldwide Health Sciences Portfolio	1,160.0		1250	1.44%	\$2,851.23
Alabama Municipals Fund	53.1			0.07%	\$138.60
Arizona Municipals Fund	95.5			0.12%	\$237.60
Arkansas Municipals Fund	62.6			0.08%	\$158.40
California Municipals Fund	213.1			0.26%	\$514.81
Colorado Municipals Fund	35.6			0.04%	\$79.20
Connecticut Municipals Fund	123.6			0.15%	\$297.00
Georgia Municipals Fund	82.1			0.10%	\$198.00
Kentucky Municipals Fund	52.9			0.07%	\$138.60
Louisiana Municipals Fund	39.8			0.05%	\$99.00
Maryland Municipals Fund	93.6			0.12%	\$237.60

Gross Assets Stand-Alone Series Amount of

		Stand-Alone Series			
	at 7/31/09	Gross Assets	Bond Required		
	(in millions	(in millions	(in thousands	Ü	
	000,000 omitted)	000,000 omitted)	000 omitted)	Allocation	Allocation
Massachusetts Municipals Fund	235.2			0.29%	\$574.21
Michigan Municipals Fund	51.3			0.06%	\$118.80
Minnesota Municipals Fund	91.5			0.11%	\$217.80
Mississippi Municipals Fund	14.4			0.02%	\$39.60
Missouri Municipals Fund	100.0			0.12%	\$237.60
National Municipals Fund	5,624.8			6.96%	\$13,780.94
New Jersey Municipals Fund	242.8			0.30%	\$594.01
New York Municipals Fund	349.3			0.43%	\$851.41
North Carolina Municipals Fund	97.5			0.12%	\$237.60
Ohio Municipals Fund	274.6			0.34%	\$673.21
Oregon Municipals Fund	144.9			0.18%	\$356.40
Pennsylvania Municipals Fund	295.3			0.37%	\$732.61
Rhode Island Municipals Fund	47.8			0.06%	\$118.80
South Carolina Municipals Fund	151.6			0.19%	\$376.20
Tennessee Municipals Fund	56.0			0.07%	\$138.60
Virginia Municipals Fund	133.4			0.17%	\$336.60
West Virginia Municipals Fund	28.8			0.04%	\$79.20
Eaton Vance Municipals Trust Series Totals		8,791.1	2500		
AMT-Free Limited Maturity Municipals Fund	56.7			0.07%	\$138.60
California Limited Maturity Municipals Fund	22.3			0.03%	\$59.40
Massachusetts Limited Maturity Municipals Fund	61.4			0.08%	\$158.40
National Limited Maturity Municipals Fund	666.9			0.83%	\$1,643.42
New Jersey Limited Maturity Municipals Fund	48.4			0.06%	\$118.80
New York Limited Maturity Municipals Fund	94.0			0.12%	\$237.60
Ohio Limited Maturity Municipals Fund	20.7			0.03%	\$59.40
Pennsylvania Limited Maturity Municipals Fund	56.8			0.07%	\$138.60
<b>Eaton Vance Investment Trust Series Totals</b>		1,027.2	1250		
Insured Municipals Fund	55.5			0.07%	\$138.60
Hawaii Municipals Fund	17.0			0.02%	\$39.60
High Yield Municipals Fund	641.0			0.79%	\$1,564.22
Eaton Vance Tax-Advantaged Bond Strategies Fund	116.8			0.14%	\$277.20
Kansas Municipals Fund	34.3			0.04%	\$79.20
Eaton Vance Municipals Trust II Series Totals		864.6	1000		

Page 3 of 4

	Gross Assets at 7/31/09 (in millions	Stand-Alone Series Gross Assets (in millions	Amount of Bond Required (in thousands		Premium
	000,000 omitted)	<u>000,000 omitted)</u>	000 omitted)	Allocation	
Eaton Vance Large-Cap Core Research Fund	22.5			0.03%	\$59.40
Eaton Vance AMT-Free Municipal Bond Fund	749.0			0.93%	\$1,841.42
Eaton Vance Structured Emerging Markets Fund	763.1			0.94%	\$1,861.22
Eaton Vance Tax Free Reserves	92.3			0.11%	\$217.80
Eaton Vance Tax-Managed Dividend Income Fund	1,198.2			1.48%	\$2,930.43
<b>Eaton Vance Mutual Funds Trust Series Totals</b>		2,825.1	1900		
Eaton Vance Institutional Short Term Income Fund	49.5			0.06%	\$118.80
Eaton Vance Enhanced Equity Option Income Fund	7.0			0.01%	\$19.80
Eaton Vance Real Estate Fund	0.4			0.00%	\$0.00
Eaton Vance Risk-Managed Equity Option Income Fund	67.6			0.08%	\$158.40
Eaton Vance Small-Cap Value Fund	22.5			0.03%	\$59.40
<b>Eaton Vance Special Investment Trust Series Totals</b>		147.0	525		
Eaton Vance VT Floating-Rate Income Fund	1,047.8			1.30%	\$2,574.03
Eaton Vance VT Large-Cap Value Fund	28.8			0.04%	\$79.20
Eaton Vance VT Worldwide Health Sciences Fund	16.9			0.02%	\$39.60
Eaton Vance Variable Trust Series Totals		1,093.5	1250		
Eaton Vance Funds' Total	80,763.30		70,050.00	100.00%	<u>\$198,002.00</u>
Wright Total Return Fund	23.0			12.64%	\$81.65
Wright Current Income Fund	38.7			21.28%	\$137.47
The Wright Managed Income Trust Series Totals		61.7	400		
Wright Major Blue Chip Equities Fund	36.9			20.29%	\$131.07
Wright Selected Blue Chip Equities Fund	14.6			8.03%	\$51.87
Wright International Blue Chip Equities Fund	68.7			37.76%	\$243.94
The Wright Managed Equity Trust Series Totals		120.2	525		
Wright Funds' Total	<u>181.90</u>		925.00	100.00%	<u>\$646.00</u>
Cumulative Totals	80,945.20		70,975.00		<u>\$198,648.00</u>
Total Fund Allocations (60%)					\$198,648.00
Eaton Vance Corp. (40%)					<u>\$132,432.00</u>
C I t' D ' D'I					0221 000 00

<sup>(1)</sup> Premiums are first allocated to the Eaton Vance and Wright Fund groups based on their respective bond coverage requirements. Thereafter, each Fund group's allocated premium is allocated to each Portfolio/Fund in the group based on their net assets.

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**Cumulative Premium Paid** 

\$331,080.00

### **ICIMutual**

Partners in Risk Management

John T. Mulligan

Vice President

October 13, 2009

Mr. Paul O' Neil Chief Compliance Officer Eaton Vance Corporation 255 State Street Boston, MA 02109

Re: ICI Mutual Insurance Company Blanket Bond No. 97125109B ("Bond")

ICI Mutual D&O/E&O Policy No. 97125109D ("Policy") ICI Mutual IDL Policy No. 97125109I ("IDL Policy")

## Dear Paul:

I hereby confirm that the premiums and taxes due for the above referenced Bond, Policy, and IDL Policy have been paid for the period September 1, 2009 through September 1, 2010.

Feel free to call me at (800) 643-4246 if you have any questions.

Sincerely,

/S/ John T. Mulligan Vice President

### AMENDED AND RESTATED FIDELITY BOND PREMIUM SHARING AGREEMENT

THIS AGREEMENT made as of December 31, 1995, amended and restated as of October 16, 2006, by and among the investment companies (the "Funds") and affiliates of Eaton Vance Corp. ("EVC") listed on the attached Schedule A (the "EV Parties") (collectively, the "Insureds").

WHEREAS, Eaton Vance Management ("EVM") and Boston Management and Research ("BMR") act as investment adviser or administrator of the Funds, and may from time to time hereafter act as investment adviser or administrator of other funds; and Eaton Vance Distributors, Inc. ("EVD") acts as principal underwriter or placement agent for the Funds, and may from time to time hereafter act as principal underwriter or placement agent for other funds.

WHEREAS, all the parties hereto are named Insureds under an Investment Company Blanket Bond (the "Bond") issued by one or more insurance companies (the "Insurer"), which may from time to time be amended or replaced.

WHEREAS, the parties desire to establish (i) the criteria by which the annual premium shall be allocated among the parties, (ii) the basis upon which additional investment companies for which EVM or BMR may hereafter act as investment adviser or administrator and additional affiliates of EVC may from time to time be added as named insureds under the Bond and (iii) the criteria by which losses in excess of the face amount of the Bond shall be allocated among the parties.

## NOW, THEREFORE, it is agreed as follows:

1. The aggregate portion of the premium to be paid by the Funds and the EV Parties will be determined annually as follows. The minimum amount of coverage required as of December 31 of the preceding year (the "Mandatory Coverage Amount") shall be calculated for each Fund and any EV Party for which such coverage is required (the "Mandatory Coverage Parties"). In order to prevent an unfair allocation of premium costs to those investment companies that are structured in Hub and Spoke format, it is essential that the Hub defray substantially all of the premium cost with its Spokes paying only nominal amounts of such cost. The amount of excess coverage will be computed by subtracting the aggregate Mandatory Coverage Amount from the face amount of the Bond. 40% of this excess coverage (the "Non-Mandatory Share") will be deemed attributable to those EV Parties (the "Non-Mandatory Coverage Parties"), if any, that are not Mandatory Coverage Parties. The remaining 60% of this excess coverage will be deemed attributable to the Mandatory Coverage Parties.

The amount of the total premium allocated to the Non-Mandatory Coverage Parties will be determined by calculating the percentage of the total Bond coverage that is represented by the Non-Mandatory Share. This percentage will be multiplied by the aggregate amount of the Bond premium to determine the amount of the premium to be allocated to the Non-Mandatory Coverage parties. This amount may be allocated among the Non-Mandatory Coverage Parties as mutually agreed by them.

2. If the Insurer is willing without additional premium to add as an Insured under the Bond any investment company for which EVM or BMR hereafter is investment adviser or administrator or any affiliate of EVC not listed on Schedule A which qualifies as an insurable party pursuant to Rule 17g-1(b)(3) under the Investment Company Act of 1940, the parties

hereto agree (a) that such addition may be made, (b) that such investment company may become a party to this Agreement and be included within the term "Funds", and (c) that such affiliate may become a party to this Agreement and be included within the term "EV Parties"; provided that notice of such addition is given each Fund not less than ten (10) days before such addition becomes effective and further provided that in each case such investment company or affiliate shall have executed and delivered to the parties to this Agreement its written agreement to become a party hereto and to be bound by the terms of this Agreement. Any Fund objecting to any such addition may withdraw from this Agreement and coverage under the Bond by written notice to all parties insured under the Bond not less than ten (10) days before the withdrawal. The withdrawing Fund shall be entitled to receive and EVM shall pay to the withdrawing Fund an amount equal to the portion of the share of the premium on the Bond borne by the withdrawing Fund which is proportional to the unexpired term of the Bond for which a premium has been paid.

- 3. In the event that the claims of loss of two or more Insureds under the Bond are so related that the Insurer is entitled to assert that the claims must be aggregated with the result that the total amount payable on such claims is limited to the face amount of the Bond, the following rules for determining, as among the claimants, the priority of satisfaction of the claims under the Bond shall apply:
  - A.All claims of the Funds and of any qualified profit sharing and/or retirement plan of Eaton Vance Management or subsidiaries of EVC (the "Plans") which have been duly proved and established under the Bond shall be satisfied in full before satisfaction of any claims of any other parties. However, a Fund (a "Spoke") which invests substantially all of its assets in another Fund (a "Hub") is not entitled to recover on the Spoke's claim to the extent that the Spoke's actual covered loss is reduced by the satisfaction of the Hub's claim.
  - B.If the claims of the Funds and Plans which have been duly proved and established exceed the face amount of the Bond, the insurance shall be applied to those claims in the following manner:
    - (i) First, the insurance shall be applied to the claim of each Fund and Plan up to its respective minimum fidelity bond requirement for the year in which the claim arose as determined pursuant to Rule 17g-1(d) under the Investment Company Act of 1940 with respect to the Funds and pursuant to Section 412 of the Employee Retirement Income Security Act of 1974 (ERISA) and any applicable regulations promulgated thereunder with respect to the Plans; and
    - (ii) The remaining amount of insurance then shall be applied to the unsatisfied claims of the Funds and Plans in proportion to the amounts of such unsatisfied claims.
  - C.If after giving effect to Paragraph A there remains a portion of the insurance under the Bond available for the satisfaction of claims of parties other than the Funds and Plans which have been duly proved and established under the Bond, such remainder shall be applied as EVM shall determine.

- 4. All parties hereto agree that any obligation assumed by a business or common law trust shall be limited to the assets of the trust, and the trustees, shareholders and agents of the trust shall not be liable thereon.
- 5. This Amended and Restated Fidelity Bond Premium Sharing Agreement shall become effective as of October 16, 2006.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their officers, General Partners, Directors or Trustees hereunto duly authorized all as of the day and year first above written.

**EATON VANCE MANAGEMENT (as agent for the Insureds listed on Schedule A)** 

By: /s/ Paul M. O' Neil

Name: Paul M. O' Neil Title: Vice President

#### Schedule A

October 22, 2009

Atlanta Capital Management Company, LLC

Atlanta Capital, L.P.

Eaton Vance Corp.

**Eaton Vance Acquisitions** 

**Eaton Vance Trust Company** 

**Eaton Vance Investment Counsel** 

Eaton Vance Management (International) Ltd.

Eaton Vance Management

Boston Management and Research

Eaton Vance, Inc.

Eaton Vance Distributors, Inc.

Parametric Portfolio Associates, LLC

Eaton Vance Advisers (Ireland) Limited

Eaton Vance CDO Corp.

Parametric Risk Advisors, LLC

Fox Asset Management LLC

Eaton Vance Real Estate Management

Eaton Vance Consolidated Health & Welfare Benefit Plan

Eaton Vance Corp. Deferred Compensation Plan

Eaton Vance Management Education Assistance Plan

Eaton Vance Management Master Trust for Retirement Plans

Eaton Vance Management Profit Sharing Retirement Plan

Eaton Vance Management Savings Plan

Asian Small Companies Portfolio

Boston Income Portfolio

Capital Growth Portfolio

Cash Management Portfolio

Dividend Builder Portfolio (formerly Utilities Portfolio)

Dividend Income Portfolio

Emerging Markets Local Income Portfolio

**Emerging Markets Portfolio** 

Floating Rate Portfolio

Global Growth Portfolio

Global Macro Portfolio (formerly named Strategic Income Portfolio)

Government Obligations Portfolio

Greater China Growth Portfolio

Greater India Portfolio (formerly South Asia Portfolio)

High Income Opportunities Portfolio (formerly High Income Portfolio)

International Equity Portfolio

International Income Portfolio

Investment Grade Income Portfolio

**Investment Portfolio** 

Large Cap Growth Portfolio

Large-Cap Core Research Portfolio

Large-Cap Portfolio

Large-Cap Value Portfolio

Multi-Cap Growth Portfolio (formerly Growth Portfolio)

Multi-Sector Portfolio

Senior Debt Portfolio

Small-Cap Portfolio (formerly Small-Cap Growth Portfolio)

SMID-Cap Portfolio (formerly Small-Cap Portfolio)

Special Equities Portfolio

Tax-Managed Growth Portfolio

Tax-Managed International Equity Portfolio

Tax-Managed Mid-Cap Core Portfolio

Tax-Managed Multi-Cap Growth Portfolio

(formerly Tax-Managed Multi-Cap Opportunity Portfolio)

Tax-Managed Multi-Cap Portfolio, LLC

Tax-Managed Small Cap Value Portfolio

Tax-Managed Small-Cap Portfolio (formerly Tax-Managed Small-Cap Growth Portfolio)

Tax-Managed Value Portfolio

Worldwide Health Sciences Portfolio

Eaton Vance California Municipal Income Trust

Eaton Vance Credit Opportunities Fund

Eaton Vance Enhanced Equity Income Fund

Eaton Vance Enhanced Equity Income Fund II

Eaton Vance Floating-Rate Income Trust

Eaton Vance Insured California Municipal Bond Fund

Eaton Vance Insured California Municipal Bond Fund II

Eaton Vance Insured Massachusetts Municipal Bond Fund

Eaton Vance Insured Michigan Municipal Bond Fund

Eaton Vance Insured Municipal Bond Fund

Eaton Vance Insured Municipal Bond Fund II

Eaton Vance Insured New Jersey Municipal Bond Fund

Eaton Vance Insured New York Municipal Bond Fund

Eaton Vance Insured New York Municipal Bond Fund II

Eaton Vance Insured Ohio Municipal Bond Fund

Eaton Vance Insured Pennsylvania Municipal Bond Fund

Eaton Vance Limited Duration Income Fund

Eaton Vance Massachusetts Municipal Income Trust

Eaton Vance Michigan Municipal Income Trust

Eaton Vance Municipal Income Trust

Eaton Vance Nation Municipal Opportunities Trust

Eaton Vance New Jersey Municipal Income Trust

Eaton Vance New York Municipal Income Trust

Eaton Vance Ohio Municipal Income Trust

Eaton Vance Pennsylvania Municipal Income Trust

Eaton Vance Risk-Managed Diversified Equity Income Fund

Eaton Vance Senior Floating-Rate Trust

Eaton Vance Senior Income Trust

**Eaton Vance Short Duration Diversified Income Fund** 

Eaton Vance Tax-Advantaged Dividend Income Fund

Eaton Vance Tax-Advantaged Global Dividend Income Fund

Eaton Vance Tax-Advantaged Global Dividend Opportunities Fund
Eaton Vance Tax-Managed Buy-Write Income Fund
Eaton Vance Tax-Managed Buy-Write Opportunities Fund
Eaton Vance Tax-Managed Diversified Equity Income Fund
Eaton Vance Tax-Managed Global Buy-Write Opportunities Fund
Eaton Vance Tax-Managed Global Diversified Equity Income Fund
Eaton Vance Growth Trust, a series fund consisting of:
o Eaton Vance Asian Small Companies Fund
o Eaton Vance Greater China Growth Fund
o Eaton Vance Global Growth Fund
o Eaton Vance Multi-Cap Growth Fund
o Eaton Vance-Atlanta Capital SMID-Cap Fund
o Eaton Vance-Atlanta Capital Large-Cap Growth Fund
o Eaton Vance Worldwide Health Sciences Fund
Eaton Vance Investment Trust, a series fund consisting of:
o Eaton Vance AMT-Free Limited Maturity Municipals Fund
(formerly Eaton Vance Florida Limited Maturity Municipals Fund)
o Eaton Vance California Limited Maturity Municipals Fund
o Eaton Vance Massachusetts Limited Maturity Municipals Fund
o Eaton Vance National Limited Maturity Municipals Fund
o Eaton Vance New Jersey Limited Maturity Municipals Fund
o Eaton Vance New York Limited Maturity Municipals Fund
o Eaton Vance Ohio Limited Maturity Municipals Fund
o Eaton Vance Pennsylvania Limited Maturity Municipals Fund
Eaton Vance Municipals Trust, a series fund consisting of:
o Eaton Vance Alabama Municipals Fund
o Eaton Vance Arizona Municipals Fund
o Eaton Vance Arkansas Municipals Fund
o Faton Vance California Municipals Fund

- o Eaton Vance California Municipals Fund
- o Eaton Vance Colorado Municipals Fund
- o Eaton Vance Connecticut Municipals Fund
- o Eaton Vance Georgia Municipals Fund
- o Eaton Vance Kentucky Municipals Fund
- o Eaton Vance Louisiana Municipals Fund
- o Eaton Vance Maryland Municipals Fund
- o Eaton Vance Massachusetts Municipals Fund
- o Eaton Vance Michigan Municipals Fund
- o Eaton Vance Minnesota Municipals Fund
- o Eaton Vance Mississippi Municipals Fund
- o Eaton Vance Missouri Municipals Fund
- o Eaton Vance National Municipals Fund
- o Eaton Vance New Jersey Municipals Fund
- o Eaton Vance New York Municipals Fund
- o Eaton Vance North Carolina Municipals Fund
- o Eaton Vance Ohio Municipals Fund
- o Eaton Vance Oregon Municipals Fund
- o Eaton Vance Pennsylvania Municipals Fund
- o Eaton Vance Rhode Island Municipals Fund

- o Eaton Vance South Carolina Municipals Fund
- o Eaton Vance Tennessee Municipals Fund
- o Eaton Vance Virginia Municipals Fund
- o Eaton Vance West Virginia Municipals Fund

Eaton Vance Municipals Trust II, a series fund consisting of:

- o Eaton Vance Hawaii Municipals Fund
- o Eaton Vance High Yield Municipals Fund
- o Eaton Vance Insured Municipals Fund

(formerly Eaton Vance Florida Insured Municipals Fund)

- o Eaton Vance Kansas Municipals Fund
- o Eaton Vance Tax-Advantaged Bond Strategies Fund

Eaton Vance Mutual Funds Trust, a series fund consisting of:

- o Eaton Vance AMT-Free Municipal Bond Fund
- o Eaton Vance Cash Management Fund
- o Eaton Vance Diversified Income Fund
- o Eaton Vance Dividend Income Fund
- o Eaton Vance Emerging Markets Local Income Fund (formerly Eaton Vance Emerging Markets Income Fund)
- o Eaton Vance Floating-Rate & High Income Fund
- o Eaton Vance Floating-Rate Advantage Fund
- o Eaton Vance Floating-Rate Fund
- o Eaton Vance Global Macro Absolute Return Fund (formerly Eaton Vance Global Macro Fund)
- o Eaton Vance Government Obligations Fund
- o Eaton Vance High Income Opportunities Fund (formerly Eaton Vance High Income Fund)
- o Eaton Vance International Equity Fund
- o Eaton Vance International Income Fund
- o Eaton Vance Large-Cap Core Research Fund (formerly Eaton Vance Equity Research Fund)
- o Eaton Vance Low Duration Fund
- o Eaton Vance Money Market Fund
- o Eaton Vance Strategic Income Fund
- o Eaton Vance Structured Emerging Markets Fund
- o Eaton Vance Tax Free Reserves
- o Eaton Vance Tax-Managed Dividend Income Fund
- o Eaton Vance Tax-Managed Equity Asset Allocation Fund
- o Eaton Vance Tax-Managed Growth Fund 1.1
- o Eaton Vance Tax-Managed Growth Fund 1.2
- o Eaton Vance Tax-Managed International Equity Fund
- o Eaton Vance Tax-Managed Mid-Cap Core Fund
- o Eaton Vance Tax-Managed Multi-Cap Growth Fund
- o Eaton Vance Tax-Managed Small-Cap Fund

(formerly Eaton Vance Tax-Managed Small-Cap Growth Fund)

- o Eaton Vance Tax-Managed Small-Cap Value Fund
- o Eaton Vance Tax-Managed Value Fund

Eaton Vance Series Trust, a series fund consisting of:

o Eaton Vance Tax-Managed Growth Fund 1.0

Eaton Vance Series Trust II, a series fund consisting of:

- o Eaton Vance Income Fund of Boston
- o Eaton Vance Tax-Managed Emerging Markets Fund

Eaton Vance Special Investment Trust, a series fund consisting of:

- o Eaton Vance Balanced Fund
- o Eaton Vance Dividend Builder Fund
- o Eaton Vance Emerging Markets Fund
- o Eaton Vance Enhanced Equity Option Income Fund
- o Eaton Vance Equity Asset Allocation Fund
- o Eaton Vance Greater India Fund
- o Eaton Vance Institutional Short-Term Income Fund
- o Eaton Vance Investment Grade Income Fund
- o Eaton Vance Large-Cap Growth Fund
- o Eaton Vance Large-Cap Value Fund
- o Eaton Vance Real Estate Fund
- o Eaton Vance Risk-Managed Equity Option Income Fund
- o Eaton Vance Small-Cap Fund (formerly Eaton Vance Small-Cap Growth Fund)
- o Eaton Vance Small-Cap Value Fund
- o Eaton Vance Special Equities Fund

Eaton Vance Variable Trust, a series fund consisting of:

- o Eaton Vance VT Floating-Rate Income Fund
- o Eaton Vance VT Large-Cap Value Fund
- o Eaton Vance VT Worldwide Health Sciences Fund

The Wright Managed Income Trust, a series fund consisting of:

- o Wright Current Income Fund
- o Wright Total Return Bond Fund

The Wright Managed Equity Trust, a series fund consisting of:

- o Wright International Blue Chip Equities Fund
- o Wright Major Blue Chip Equities Fund
- o Wright Selected Blue Chip Equities

Eaton Vance Absolute Return Strategy, LLC

Eaton Vance Opportunistic Corporate Credit Fund, LLC

Eaton Vance TALF Opportunities Fund I, LLC

Eaton Vance Option Absolute Strategy Fund, LLC

Eaton Vance Institutional High Yield Bond Fund

Eaton Vance Institutional Senior Loan Trust

Altavera Capital Fund LLC

Belair Capital Fund LLC

Belbrook Capital Fund LLC

Belcrest Capital Fund LLC

Beldore Capital Fund LLC

Belmar Capital Fund LLC

Belport Capital Fund LLC

Belrose Capital Fund LLC

Belshire Capital Fund LLC

Belterra Capital Fund LLC

Belvedere Capital Fund Company LLC

Belvedere Equity Fund LLC

Belwater Capital Fund LLC

Clearfork Capital Fund LLC

Clearwood Capital Fund LLC

Big Sky Senior Loan Trust

Big Sky II Senior Loan Fund, Ltd.

Big Sky III Senior Loan Trust

Eaton Vance Loan Opportunities Fund, Ltd.

Eaton Vance Collective Investment Trust for Qualified Plans, a series fund consisting of:

o Lloyd George Asian Fund

Eaton Vance Trust Company Collective Investment Trust for Employee Benefit Plans, a series fund consisting of:

- o Large Cap Value Sub Trust I
- o Large Cap Value Sub Trust II
- o Large-Cap Value Sub Trust III
- o High Yield Collective Trust
- o Structured Emerging Markets Collective Trust

Eaton Vance Trust Company Collective Investment Trust for Employee Benefit Plans II, a series fund consisting of:

o Eaton Vance Large Cap Growth Collective Trust

Eaton Vance Institutional Senior Loan Fund

Eaton Vance Institutional Senior Loan Trust

Eaton Vance Institutional Funds, Ltd., a series fund consisting of:

- o Eaton Vance Institutional Senior Loan Trust
- o Eaton Vance Institutional High Yield Bond Fund

Eaton Vance Money Market Fund Ltd.

Eaton Vance Cash Collateral Fund, LLC

Eaton Vance Small Cap Core Fund, LLC

Tax-Managed Multi-Cap Portfolio LLC

Eaton Vance CDO, Ltd.

Eaton Vance CDO II, Ltd.

Eaton Vance CDO III, Ltd.

Eaton Vance CDO VI, Ltd.

Eaton Vance CDO VII, Plc.

Eaton Vance CDO VIII, Ltd.

Eaton Vance CDO IX, Ltd.

Eaton Vance CDO X, Plc.

Eaton Vance Variable Leverage Fund Ltd.

LGT Multi Manager High Yield Bond Fund

Quadras Eaton Vance U.S. Value Corporate Class

State Street Bank & Trust Company Multiple Common Trust Fund, a series fund consisting of:

o LG Asian Equity Fund

The U.S. Charitable Gift Trust, a series fund consisting of:

- o Donor Advised Fund Growth Fund
- o Donor Advised Fund Growth Fund II
- o Donor Advised Fund Growth & Income Fund
- o Donor Advised Fund Growth & Income Fund II

- o Donor Advised Fund Income Fund
- o Donor Advised Fund Income Fund II
- o Donor Advised Gift Fund Preservation Fund
- o Donor Advised Gift Fund Preservation Fund II
- o Donor Advised Fund Cash Management Fund II
- o Pooled Income Fund Current Income Fund
- o Pooled Income Fund Current Income Fund II
- o Pooled Income Fund High Yield Fund
- o Pooled Income Fund High Yield Fund II
- Pooled Income Fund Growth and Income Fund
- o Pooled Income Fund Growth and Income Fund II
- o PIF Income Fund 6 Yr. Low Fee
- o PIF Income Fund 6 Yr. Low Fee II
- o PIF Growth & Income Fund 6 Yr. Los Fee
- o 2010 Invest Grade Charitable Deferred Retirement Fund
- o 2010 High Yield Charitable Deferred Retirement Fund
- o 2012 Invest Grade Charitable Deferred Retirement Fund
- o 2020 High Yield Charitable Deferred Retirement Fund

## Eaton Vance Medallion Funds, Ltd., a series fund consisting of:

- o Eaton Vance Medallion Floating-Rate Income Fund
- o Eaton Vance Medallion Strategic Income Fund
- o Eaton Vance Medallion Floating Rate Income Portfolio

# Eaton Vance Emerald Funds plc, a series fund consisting of:

- o Emerald Worldwide Health Sciences Fund
- o Emerald U.S. Value Fund
- o Emerald U.S. High Yield Bond Fund
- o Emerald U.S. Growth Fund
- o Emerald Short-Term High Quality Fixed Income Fund
- o Emerald PPA Energy Marketing Equity Fund
- o Emerald U.S. Research