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## Agreement to Secure Public Unit Deposit

This Agreement to Secure Public Unit Deposits (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and among \_\_\_\_\_ (the “Depositor”), \_\_\_\_\_, a depository institution and a member (the “Member”) of Federal Home Loan of Dallas (“FHLBank Dallas”), and FHLBank Dallas as Custodian (the “Custodian”). The Depositor, the Member and the Custodian are sometimes referred to as herein individually as a “Party” and collectively as the “Parties.” Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Custodial Services Standard Terms and Conditions for Public Unit Deposits (as provided to the parties and in effect as of the Effective Date, the “Terms and Conditions”).

WHEREAS, the Depositor has opened and/or may from time to time open one or more deposit accounts (“Depositor Accounts”) with the Member;

WHEREAS, the funds held in the Depositor Accounts constitute Public Unit Deposits;

WHEREAS, the Depositor and the Member wish to ensure that the Depositor Accounts are collateralized as required or permitted by applicable law;

WHEREAS, the Custodian is the beneficiary of the Letter of Credit; and

WHEREAS, the Parties wish to make the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties do hereby agree as follows:

Each Party agrees that its address for notice, as amended in accordance with Section 8 of the Terms and Conditions, is as set forth below:

If to the Member:

\_\_\_\_\_(Member’s Name)

Attn: \_\_\_\_\_

\_\_\_\_\_(FHFA ID#)

\_\_\_\_\_(Street Address)

\_\_\_\_\_(Floor or Suite Number)

\_\_\_\_\_(City, State, and ZIP code)

\_\_\_\_\_(Fax Number)

\_\_\_\_\_(Receipt Number) †

If to the Custodian:

Federal Home Loan Bank of Dallas, Custodian | Attn: Processing and Review Department | 8500 Freepoint Parkway South, Suite 100 | Irving, TX 75063 | Fax: 214.441.8512 or E-Mail: member.services@fhlb.com

†Receipt numbers may be obtained from the Statement of Holdings Report under “Receipt” column.

If to the Depositor:

\_\_\_\_\_ (Depositor's Name)

Attn: \_\_\_\_\_

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (Floor or Suite Number)

\_\_\_\_\_ (City, State, and ZIP Code)

\_\_\_\_\_ (Fax Number)

The Member hereby irrevocably instructs the Custodian to make an allocation of \$\_\_\_\_\_ to the Allocated Letter of Credit Amount of the undersigned Depositor, and agrees that such allocation shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

Each Party hereby agrees that the Terms and Conditions are hereby incorporated into this Agreement as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date (as defined below).

MEMBER:

DEPOSITOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR FHLB DALLAS USE ONLY**

**Agreement and Acknowledgement**

Confirm Mbr Signature, SKG Authorization, & presence of Depositor Signature: Before input by: \_\_\_\_\_  
2<sup>nd</sup> Review of all authorizations and input details by: \_\_\_\_\_  
(initial) (Date)

The undersigned Custodian hereby agrees and acknowledges the Agreement set forth above as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date")

**FEDERAL HOME LOAN BANK OF DALLAS, CUSTODIAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_