Instructions for Requesting a Custodial Letter of Credit

The forms in this document may be printed and completed, or you may complete them in Adobe Acrobat Reader:

- Select the hand tool.
- Position the pointer inside a form field and click. The I-beam pointer allows you to type text. The hand with the pointer finger extended allows you to select a check box.
- Press tab to go to the next form field.
- Print the forms with the data entered. Note: Forms cannot be saved.

☐ Complete the Application for Standby Letter of Credit/Advances to Secure Deposits of Multiple Public Units form– 2 pages.

☐ To allocate a Custodial Letter of Credit, complete the Agreement to Secure Public Unit Deposits form (Exhibit I) for each Public Unit Deposit – 2 pages (resides in the Custodial Services Standard Terms and Conditions for Public Unit Deposits).

☐ To decrease the allocation, complete the Decrease Allocated Letter of Credit Amount and Acknowledgement form (Exhibit II) for each Public Unit Deposits – 2 pages (resides in the Custodial Services Standard Terms and Conditions for Public Unit Deposits).

☐ Sign the application and applicable pledge and release forms. Email Member Services at member.services@fhlb.com. One of the signers must have Advances authorization and the other signer must be an officer of the Member.

☐ Call the Member Services desk at 844.FHL.Bank (844.345.2265) to obtain confirmation of the Bank's receipt of the application and applicable pledge and release forms.

Application for Standby Letter of Credit/ Advances to Secure Deposits of Multiple Public Units

(Fluctuating Balance Version)

TO THE FEDERAL HOME LOAN BANK OF DALLAS:

DATE: _____, 20 _____

Pursuant to, and subject to the terms and conditions of, that certain Agreement for Standby Letter of Credit, Advances/Confirmation, entered into between the undersigned Member and Federal Home Loan Bank of Dallas (the "Bank") on _____(as amended, restated, or otherwise modified from time to time, the "Agreement"), and subject to the other terms and conditions set forth herein, the undersigned Member hereby applies for an irrevocable Standby Letter of Credit and Letter of Credit Advance (as defined in the Agreement) for its account amount and for the specific term set forth below. This application shall be deemed to also be an application by Member to the Bank with respect to any Renewal Letter of Credit (as defined below).

Pursuant to the terms and conditions of the Agreement, the Bank's Member Products & Credit Policy ("MPCP"), and the Bank's Advances Products Guide governing fees for Letters of Credit, the Bank is hereby authorized to charge the undersigned Member's main Deposit Account for any applicable fees including from time to time the amount of any applicable Renewal Fees (as defined below).

The undersigned authorized officers of Member certify that, in accordance with a resolution duly adopted by the Board of Directors or other governing body of the undersigned Member, a certified copy of which resolution has heretofore been submitted to the Bank or is hereto attached, they are authorized to apply to the Bank for this Letter of Credit and Letter of Credit Advance (including any Renewal Letter of Credit, as defined below).

The Bank is requested to issue the Letter of Credit (and any Renewal Letter of Credit) as follows:

1. **BENEFICIARY.** The Letter of Credit shall be made in favor of:
   Federal Home Loan Bank of Dallas, Custodian
   Attention: Member Services
   8500 Freeport Parkway South
   Suite 600
   Irving, Texas 75063

2. **PURPOSE.** The undersigned Member hereby represents and warrants that the underlying obligation for which the Letter of Credit is to be issued and for which it will be used by Member is to secure deposit accounts either (a) maintained at Member by one or more Public Units or (b) that otherwise qualify as Public Unit Deposits.

3. **EFFECTIVE DATE AND TERMINATION DATE.** The Letter of Credit shall be issued effective as of _____/_____/_____ (MM/DD/YYYY) (the "Effective Date"). To be honored, drafts must be presented for payment to the Bank on or before _____/_____/_____ (MM/DD/YYYY) (the "Termination Date").

4. **DELIVERY**. The Letter of Credit is to be delivered to the Beneficiary.

5. **OTHER SPECIAL REQUESTS, INSTRUCTIONS AND TERMS**. This Letter of Credit is issued in contemplation of the Member becoming a party to one or more Agreements to Secure Public Unit Deposits (each in the form posted from time to time on the Bank's website at www.fblb.com), each entered into with the Custodian and one or more Public Units. Member hereby agrees that on the Termination Date set forth in Section 3 above, the Bank may, but shall have no obligation to, issue to the Beneficiary a new letter of credit to replace this Letter of Credit or any other letter of credit issued pursuant to this Section 5 (each a "Renewal Letter of Credit") in an amount equal to the aggregate of all Allocated

Letter of Credit Amounts under all Agreements to Secure Public Unit Deposits (the "Aggregate Allocated Letter of Credit Amount") then in effect. The term of each Renewal Letter of Credit shall be equal to the number of days elapsing during the period beginning on the Effective Date through the Termination Date. Member hereby authorizes the Bank, upon its issuance of any Renewal Letter of Credit, to charge the Member's main Deposit Account set forth above a fee (the "Renewal Fee") calculated on the basis of the standard fees of the Bank then in effect for the issuance of letters of credit as set forth in the Agreement and the Credit Policy. All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Agreement to Secure Public Unit Deposits.

6. **AMOUNT.** The Letter of Credit shall be issued in the amount of $ _____ (the "Credit Amount").

7. **FLUCTUATING BALANCE FEE PAYMENTS**. If the Credit Amount listed above is ***greater than or equal to $25,000,000,*** then the Member may ***check the box below*** for the alternative billing and fees described below:

☐ By checking this box, Member is choosing to pay fees as specified in the MPCP for Custodial Fluctuating Balance Letters of Credit. As discussed in more detail in the MPCP, the Member will pay a utilization fee to the Bank on a quarterly basis, calculated based on the actual number of days in the calendar quarter over a year of 365 days, on the average daily Aggregate Allocated Letter of Credit Amount. The Bank will debit such fees from the Member's main Deposit Account on the 5th Banking Day following the end of each calendar quarter. If the final expiration of the Letter of Credit occurs prior to the end of a calendar quarter, the Bank will debit the quarterly fees for the portion of the quarter prior to expiration from the Member's main Deposit Account on the 5th Banking Day following the final expiration date of the Letter of Credit.

IN WITNESS WHEREOF, Member hereby submits this application as of the date first above written. This application requires two signatures. One of the signers must have Advances authorization and the other signer must be an officer of the Member.

_____	_____
(Member Institution)	*(Authorized Signature)*
_____	_____
(Address of Institution)	*(Printed Name and Title)*
_____	_____
(Address of Institution)	*(Authorized Signature)*
	_____
	(Printed Name and Title)

PERSON TO CONTACT REGARDING THIS APPLICATION: _____

PHONE #: (_____)_____ EMAIL: _____

FHLB Dallas Use Only

FHFA ID # _____ Commitment # _____

Pricing: # of Days: _____ / 365 (actual/365) Basis Points per Year: _____

Total Fees: $_____ (Estimated if Fluctuating Balance Option Chosen)

FHLBANK DALLAS

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Irrevocable Standby Letter of Credit

Letter of Credit No:_____

Beneficiary:_____

Effective Date: _____

Expiration Date: _____

Account Party ("Member"):_____

Federal Home Loan Bank of Dallas
Attention: Safekeeping Department
8500 Freeport Parkway South, Suite 600
Irving, TX 75063-2547

_____
Member

_____
Street Address

_____
City, State, Zip Code

Federal Home Loan Bank of Dallas (the "Bank") hereby offers its IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in favor of the above-named Beneficiary for any sum or sums not exceeding in total U.S.$_____, on the account of Member.

Subject to the terms and conditions herein, this Letter of Credit shall be honored by the presentment by Beneficiary of a payment request to the Bank at 8500 Freeport Parkway South, Suite 100, Irving, TX 75063-2547, Attention: Member Services desk, on or before the Expiration Date noted above, in the form of one or more drafts (a "Draft") drawn under the Letter of Credit. I f such payment request is received by the Bank at or prior to 11:00 a.m. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 p.m. . (Central Time) on the same business day. If such payment request is received by Bank after 11:00 a.m. (Central Time) on a business day, and provided that the documents so presented conform to the terms and conditions hereof, payment shall be made to Beneficiary, or to its designee, of the amount specified, in immediately available funds, not later than 3:00 p.m. (Central Time) on the next succeeding business day. As used herein "business day" shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which the Bank is open for business.

SAMPLE

Each draft presented for payment must include the following: (a) the Letter of Credit number set forth above; and (b) the name, street address, city, state, and zip code of the Member against whose account payment of the draft should be charged. This Letter of Credit must accompany the Draft.

A payment made by Bank pursuant to a Draft will be made from the Bank's own immediately available funds, and not with any funds that belong to Member.

This Letter of Credit is irrevocable and may not be transferred or assigned by the Beneficiary, except with the express prior written consent of the Bank. Upon the expiration of this Letter of Credit, Beneficiary shall immediately deliver the same to Bank for cancellation.

This Letter of Credit and all matters incidental hereto shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the choice of law principles included therein, the Uniform Commercial Code as adopted by the State of Texas and the usages and customs set forth in the Uniform Customs and Practice for Documentary Credits (1993 D.B. Revision) International Chamber of Commerce Publication No. 500 D.B. and any revisions thereof.

FEDERAL HOME LOAN BANK OF DALLAS

_____
Signature of Authorized Officer

_____
Printed Name

_____
Title

Custodial Services Standard Terms and Conditions for Public Unit Deposits

These Custodial Services Standard Terms and Conditions for Public Unit Deposits (the "Terms and Conditions"), effective on a continuing basis as of the Effective Date, govern all future custodial services among the Member, the Depositor, and the Custodian.

Section 1. Definitions

Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Agreement.

"Agreement" means with respect to each Depositor an Agreement to Secure Public Unit Deposits among the Member, such Depositor, and the Custodian substantially in the form of Exhibit I attached hereto pursuant to which the Parties have decided to make a portion of the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts as outlined in such agreement and which such agreement incorporates the Terms and Conditions herein.

"Allocated Letter of Credit Amount" means with respect to each Public Unit Beneficiary the dollar amount that the Public Unit Beneficiary may from time to time instruct, in accordance with these Terms and Conditions, the Custodian to draw under the Letter of Credit and remit to the Public Unit Beneficiary, as such amount is reduced from time to time by any amounts the Custodian draws under the Letter of Credit and remits to such Public Unit Beneficiary, and includes the Public Unit Beneficiary's Allocated Share of any Cash Collateral that the Custodian holds on behalf of one or more Public Unit Beneficiaries.

"Allocated Share" means with respect to any Public Unit Beneficiary Cash Collateral multiplied by a percentage, the numerator of which is the Public Unit Beneficiary's Allocated Letter of Credit Amount and the denominator of which is the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries, both calculated immediately prior to a draw under the Letter of Credit by the Custodian pursuant to Section 4.6 of these Terms and Conditions.

"Business Day" means any day on which FHLBank Dallas is open for business.

"Cash Collateral" has the meaning ascribed to such term in Section 4.7 hereof.

"Claim" has the meaning ascribed to such term in Section 6 hereof.

"Custodian" has the meaning ascribed to such term in the preamble of the Agreement.

"Depositor" has the meaning ascribed to such term in the preamble of the Agreement.

"Depositor Accounts" has the meaning ascribed to such term in the first recital of the Agreement.

"Effective Date" has the meaning ascribed to such term in the Agreement.

"Exhibit II Instruction" has the meaning ascribed to such term in Section 2.4 hereof.

"Exhibit III Instruction" has the meaning ascribed to such term in Section 3.2 hereof.

"Exhibit Instruction" means each of an Exhibit I Instruction and an Exhibit II Instruction.

"Letter of Credit" means collectively one or more irrevocable letters of credit issued by FHLBank Dallas on behalf of the Member, naming the Custodian as beneficiary thereunder, and authorizing the Custodian to make draws under such letters of credit upon the presentation to FHLBank Dallas of a sight draft and the original of the applicable letter of credit, as such letters of credit may from time to time be increased in amount, extended as to maturity, or replaced upon their maturity, all in accordance with the terms of these Terms and Conditions.

"Public Unit" means any state, county, city, municipal, or other local government and any subdivision or agency of any of the foregoing.

"Public Unit Beneficiary" means any Public Unit that has entered into an agreement with and among the Custodian and the Member, substantially in the form of the Agreement, pursuant to which the proceeds of the Letter of Credit are available to collateralize Public Unit Deposits, and, for the avoidance of doubt, Public Unit Beneficiary includes the Depositor.

"Public Unit Deposits" means the funds maintained by a Public Unit in deposit accounts at the Member.

"Term" means the period commencing on the Effective Date and ending on the Termination Date.

"Termination Date" means the earlier of (i) the date on which the Parties agree in writing to terminate the Agreement and (ii) the date by which the Custodian has drawn under the Letter of Credit the full amount of the Allocated Letter of Credit Amount of the Depositor and remitted the proceeds of such draw under the Letter of Credit to the Depositor.

"Termination Time" means the close of business on the Termination Date.

Section 2. Rights and Obligations of the Member

2.1 The Member covenants that during the Term it shall cause the Letter of Credit to remain in full force and effect and in an amount, together with Cash Collateral held by the Custodian on behalf of Public Unit Beneficiaries, equal to or greater than the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries.

2.2 The Member covenants that during the Term it shall cause the Allocated Letter of Credit Amount of the Depositor at all times to be equal to or greater than the aggregate amount of funds in the Depositor Accounts, as such amount may change from time to time.

2.3 From time to time, the Member, the Custodian, and the Depositor shall execute an Agreement directing the Custodian to increase the Allocated Letter of Credit Amount of the Depositor; provided, however, that the Parties acknowledge that any such increase in the Allocated Letter of Credit Amount of the Depositor pursuant to an Agreement shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

2.4 Provided that it is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Member shall be entitled to require the Depositor to execute and deliver to the Custodian (with a copy to the Member) a written instruction, in the form attached hereto as Exhibit II (each an "Exhibit II Instruction"), instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor in accordance with the provisions of Section 3.1 of these Terms and Conditions; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Member has any rights under this Section 2.4; (ii) that the Custodian shall be obligated to reduce the Allocated Letter of Credit Amount of the Depositor only

upon the receipt of an Exhibit II Instruction executed by the Depositor and the Member; and (iii) that any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

2.5 The appointment of a conservator or receiver for the Member shall be deemed to be a breach of the Member's obligations under Section 2.2 of these Terms and Conditions.

Section 3. Rights and Obligations of the Depositor

3.1 Provided that the Member is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor shall from time to time, at the request of the Member, execute and deliver to the Custodian (with a copy to the Member) an Exhibit II Instruction, instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor by an amount equal to the amount by which the Allocated Letter of Credit Amount of the Depositor exceeds the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Depositor has any obligation under this Section 3.1; (ii) that the Custodian shall be obligated to execute any such acknowledgement only upon the receipt of the written instruction provided for in this Section 3.1; and (iii) any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

3.2 If, at any time during the Term, the Member is in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor may execute and deliver to the Custodian a written instruction, in the form attached hereto as Exhibit III (each an "Exhibit III Instruction"), instructing the Custodian to draw under the Letter of Credit an amount equal to the lesser of (i) the Allocated Letter of Credit Amount of the Depositor and (ii) the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts and to remit to the Depositor the proceeds of such draw under the Letter of Credit.

3.3 The Depositor agrees that its receipt of any and all funds pursuant to Section 3.2 of these Terms and Conditions shall (i) reduce the Allocated Letter of Credit Amount of the Depositor by the amount of funds received by the Depositor from the Custodian and (ii) be deemed to be withdrawals from such of the Depositor Accounts, as the Depositor shall in its discretion determine. The Depositor agrees to notify the Member promptly of those Depositor Accounts from which withdrawals pursuant to this Section 3.3 have been made.

Section 4. Rights and Obligations of the Custodian

4.1 The Custodian shall not enter into any agreement or execute any other document or instrument (including without limitation an Agreement) if as a result the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries shall exceed the sum of (i) the amount available to be drawn by the Custodian under the Letter of Credit and (ii) the aggregate amount of the Cash Collateral held by the Custodian.

4.2 Subject to the provisions of Section 4.1 of these Terms and Conditions, upon the receipt of an executed Agreement from the Member and the Depositor, the Custodian shall within one (1) Business Day either (i) acknowledge in writing the Agreement, increase the Allocated Letter of Credit Amount of the Depositor by the amount of increase specified in such Agreement, and deliver to the Member and the Depositor a copy of such Agreement; or (ii) reject such Agreement and promptly notify the Depositor and the Member of such rejection.

4.3 Upon the receipt of an Exhibit II Instruction from the Depositor and the Member, the Custodian shall acknowledge in writing the Exhibit II Instruction, decrease the Allocated Letter of Credit Amount of the Depositor by the amount of the decrease specified in such Exhibit II Instruction, and deliver to the Member and the Depositor a copy of such written acknowledgement.

4.4 Upon the receipt of an Exhibit III Instruction, the Custodian shall draw under the Letter of Credit and remit to the Depositor the amount specified in such Exhibit III Instruction; provided, however, that the Custodian shall have no obligation to draw under the Letter of Credit the amount specified in such Exhibit III Instruction to the extent that such amount exceeds the Allocated Letter of Credit Amount of the Depositor; and provided further, that the Custodian may reduce the amount it draws under the Letter of Credit by the amount of the Depositor's Allocated Share of Cash Collateral held by the Custodian. Any amount remitted to the Depositor pursuant to this Section 4.4 shall automatically reduce the Allocated Letter of Credit Amount of the Depositor.

4.5 The Parties agree that the Custodian shall be entitled to rely on any document, including without limitation any Agreement, any Exhibit II Instruction, or Exhibit III Instruction, that is or purports to be executed by an officer, employee, or agent of the Party on behalf of which such document is executed.

4.6 To the extent that: (i) the Letter of Credit or any portion thereof is scheduled to expire, (ii) such expiration would result in the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries to exceed the sum of (a) the amount available to be drawn under the Letter of Credit after such expiration and (b) Cash Collateral held by the Custodian prior to such expiration, (iii) the Member does not, on or before such expiration date, cause either the maturity date of the expiring portion of the Letter of Credit to be extended by no fewer than thirty (30) days or the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, and (iv) pursuant to the terms of the Application For Standby Letter of Credit Advances executed by the Member, FHLBank Dallas does not, on or before such expiration date, cause the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, the Custodian shall draw under the Letter of Credit.

4.7 The proceeds of any and all draws under the Letter of Credit pursuant to Section 4.6 of these Terms and Conditions (the "Cash Collateral") shall be retained by the Custodian for the benefit of the Public Unit Beneficiaries. The Custodian may reduce the amount that it is otherwise obligated to draw under the Letter of Credit pursuant to any Exhibit III Instruction to the extent that Cash Collateral is used to remit to the Depositor the amount specified in such Exhibit III Instruction.

Section 5. Term and Termination

The Agreement shall continue in full force and effect until the Termination Time.

Section 6. Indemnification

The Member hereby agrees to indemnify and hold harmless the Custodian and the Custodian's officers, directors, employees, and agents from and against any losses, damages, expenses (including reasonable attorneys' fees and costs), costs, penalties, and liabilities (each a "Claim") that arise out of or in connection with (i) the Custodian's performance of its duties under the Agreement and (ii) any action or claim against the Custodian by a third party (including the Depositor) arising from or related to the Member's performance of, or failure to perform, its obligations under the Agreement or the Member's breach of any representation, warranty, or covenant hereunder. To the extent that the amount available to be drawn under the Letter of Credit exceeds the aggregate Allocated Letter of Credit Amounts, the Custodian may draw under the Letter of Credit to reimburse itself for any Claim. The Member's obligations under this Section 6 shall survive the expiration or termination of the Agreement.

Section 7. Representations and Warranties

Each Party represents and warrants to the other Parties that it is duly organized and in good standing under the jurisdiction of its organization; that the execution and delivery of the Agreement has been duly authorized by all required corporate action; and that no contract or other obligation by which the Party is bound prohibits or restricts the Party's executing, delivering, or performing its obligations under the Agreement.

Section 8. Notices

Any notice required or permitted to be given or made under the Agreement or any Exhibit Instruction to the Agreement, including a notice to effect a change in a Party's address or facsimile number for notice, must be in writing and addressed to the Party or Parties at the address or facsimile number of the Party or Parties set forth in the Agreement, as amended in accordance with this Section 8, and will be deemed to be properly given or made on the earliest of (i) actual delivery, (ii) two (2) Business Days after being sent, with delivery charges paid by the sending party, by a nationally recognized commercial courier service for delivery on the next Business Day, (iii) three (3) Business Days after being sent through the United States Postal Service, certified mail, return receipt requested, postage prepaid and (iv) on the day of delivery (or the next Business Day if such day is not a Business Day) by confirmed facsimile transmission; provided, however, that any Exhibit Instruction shall be deemed to have been received by the Custodian only upon the Custodian's actual receipt of such Exhibit Instruction.

Section 9. Miscellaneous

9.1 The Agreement, which includes these Terms and Conditions and any Exhibit Instructions to the Agreement, represents the entire agreement of the Parties and supercedes all prior written and oral agreements and understandings of the Parties with respect to the subject matter of the Agreement.

9.2 The Agreement may be amended only by a writing executed by a duly authorized representative of each Party.

9.3 If any provision of the Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be deemed amended to the least extent necessary to eliminate such invalidity or unenforceability and to carry out the intention of the Parties.

9.4 No Party shall have the right to assign its rights or delegate its duties under the Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld or delayed, provided the assigning or delegating Party continues to be liable to the other Parties for the performance of the assigning or delegating Party's obligations under the Agreement.

9.5 In the event of any conflict between any provision of the Agreement and any Exhibit Instruction to the Agreement, the provisions that require the higher degree of performance in favor of the Bank shall govern.

9.6 The Agreement shall be governed by the applicable law of the United States of America and the law of the State of Texas without regard to its choice of law provisions; **and each Party irrevocably consents to the non-exclusive jurisdiction of the state courts of, and U.S. District Court located in, Dallas County, Texas.**

9.7 The Agreement may be executed in two or more counterparts each of which shall be an original and all of which together shall constitute one and the same agreement.

9.8 No Party shall be liable for any failure or delay in its performance under the Agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond its reasonable control, including without limitation any labor dispute, strike or other industrial disturbance, act of God, flood, earthquake, casualty, war, act of public enemy, riot, insurrection, embargo, law or court action, or regulation or order of any governmental agency or subdivision thereof (each a "Force Majeure Event"). If a Force Majeure Event occurs, a Party's time to perform any obligation under the Agreement shall be extended by a period of time equal to the period during which the Force Majeure Event prevented the Party's performance of its obligations.

9.9 The headings used in the Agreement are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

EXHIBIT I:

Form of Agreement to Secure Public Unit Deposits

Agreement to Secure Deposits

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 Bank of Dallas ("FHLBank Dallas"), and FHLBank Dallas as Custodian (the "Custodian"). The Depositor, the Member and the Custodian are sometimes referred to 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.:_____(FHFB ID#)_____
_____ (street address)
_____ (floor or suite number)
_____ (City, State, and ZIP code)
Facsimile number: _____

If to the Custodian:

Federal Home Loan Bank of Dallas,
Custodian Attn.: Member Services desk
8500 Freeport Parkway South, Suite 100
Irving, TX 75063
Facsimile number: 214.441.8512

If to the Depositor:

_____(Depositor's Name)
Attn.: _____
_____ (street address)
_____ (floor or suite number)
_____ (City, State, and ZIP code)
Facsimile 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: _____

Agreement and Acknowledgement

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: _____

EXHIBIT II:

Form of Exhibit II Instruction

FHLBANK DALLAS | Member driven. Community focused.

fhlb.com

Decrease Allocated Letter of Credit Amount and Acknowledgement

Instruction

This instruction is issued pursuant to that certain Agreement to Secure Public Deposits, dated the ____ day of_____, 20__* (the "Agreement") by and among the Member, the Depositor, and the Custodian and constitutes an Exhibit II Instruction. All capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

The undersigned Depositor and the undersigned Member hereby irrevocably instruct the Custodian to decrease the undersigned Depositor's Allocated Letter of Credit Amount by $_____and agree that such decrease shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

MEMBER:	DEPOSITOR:
_____	_____
By: _____	By: _____
Name: _____ (print)	Name: _____ (print)
Title: _____	Title: _____
_____ (Street address)	_____ (Street address)
_____ (Floor or suite number)	_____ (Floor or suite number)
_____ (City, State, and ZIP code)	_____ (City, State, and ZIP code)
_____ (Facsimile number)	_____ (Facsimile number)
_____ (FHFB ID#)	

***This should be the "Effective Date" as defined in the Agreement, which is the date the initial allocation was made.**

Acknowledgement

The undersigned Custodian hereby acknowledges the Exhibit II Instruction of the Depositor set forth above.

Federal Home Loan Bank of Dallas

By: _____

Name: _____
(print)

Title: _____

Date: _____

EXHIBIT III:

Form of Exhibit III Instruction

Draw Under Letter of Credit and Acknowledgement

Instruction

This instruction is issued pursuant to that certain Agreement to Secure Public Deposits, dated the day of_____, 20 _____ (the "Agreement") by and among _____ (the Member), the Depositor, and the Custodian and constitutes an Exhibit III Instruction. All capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

The undersigned Depositor hereby instructs the Custodian to draw under the Letter of Credit in the amount of $_____and to remit the proceeds of such draw to the Depositor pursuant to the following instructions:

_____(Name of Bank that the wire should be sent to)
ABA No.: _____
Account No.:_____
For credit to: _____
Attention: _____

The Depositor agrees that the Custodian's obligation to follow the Depositor's instruction herein shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below. The Depositor represents and warrants to the Custodian that (i) the Member is in default of its obligations under either Section 2.2 of the Terms and Conditions, another agreement governing the obligations of the Member with respect to the Depositor Accounts, or both and (ii) the dollar amount set forth in the first sentence of this paragraph does not exceed the Depositor's Allocated Letter of Credit Amount.

DEPOSITOR:

_____

By: _____

Name: _____
(print)

Title: _____

_____
(Street address and floor or suite number)

_____
(City, State, and ZIP code)

_____
(Facsimile number)

Acknowledgement

The undersigned Custodian hereby acknowledges the Exhibit III Instruction of the Depositor set forth above.

Federal Home Loan Bank of Dallas

By: _____

Name: _____
(print)

Title: _____

Date: _____