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# Application for Standby Letter of Credit Advance/Confirmation

(Evergreen Confirmation 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 the Federal Home Loan Bank of Dallas (the "Bank") on \_\_\_\_\_ (as amended, restated, or otherwise modified from time to time, "Agreement"); all capitalized terms used herein, unless otherwise defined herein, shall have the same meaning as in the Agreement), the undersigned Member hereby applies for a confirmation of Member's Letter of Credit (the "Confirmation") and a Letter of Credit Advance according to the specifications provided below, such confirmation to be for a specific term which automatically renews unless the Bank notifies Beneficiary within a specified time that the Confirmation will not be renewed.

Pursuant to the terms and conditions of the Agreement, the Bank's Member Products and Credit Policy 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 for the initial term of the Confirmation and to charge such account for fees and other charges related to each renewal term at the time of such renewal based on fees and charges in effect at the time of such renewal.

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 Confirmation and this Letter of Credit Advance.

The Member hereby requests that the Bank issue the Confirmation as follows:

- 1. BENEFICIARY. The Confirmation shall be made in favor of:

\_\_\_\_\_  
*(Full Name of Beneficiary)*

\_\_\_\_\_  
*(Attention)*

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

\_\_\_\_\_  
*(City, State, Zip Code)*

2. MEMBER'S LETTER OF CREDIT. Provide the following information from the Member's Letter of Credit that the Bank is being asked to confirm:

<i>(Letter of Credit Number)</i>	<i>(Amount)</i>
<i>(Original Letter of Credit Effective Date)</i>	<i>(Original Letter of Credit Termination Date)</i>
<i>(Account Party/Customer)</i>	<i>(New Termination Date, if extended)</i>

3. EFFECTIVE DATE. The Confirmation shall be effective as of \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (MM/DD/YYYY).
4. INITIAL TERM. The length of the initial term of the Confirmation shall be for the following number of years (Enter a number between 1-14): \_\_\_\_\_
5. RENEWAL PERIOD. The length of each renewal term subsequent to the initial term for which the Confirmation will automatically renew shall be for the following number of years (Enter a number between 1-14): \_\_\_\_\_
6. NUMBER OF RENEWALS. Please enter the maximum number of auto-renewals to be allowed under this Confirmation (Enter a number between 1-14): \_\_\_\_\_ (Note that per Bank policy, the Confirmation final expiration cannot extend beyond fifteen (15) years from the effective date listed above.)
7. CONFIRMATION NOTICE OF NON-RENEWAL PERIOD. The number of days prior to the initial expiration date or any subsequent expiration date by which the Bank shall notify the Beneficiary that the Confirmation will not be renewed by the member:  30 days    60 days    90 days
8. CONFIRMATION AMOUNT. The Confirmation shall be issued in the amount of \$ \_\_\_\_\_.
9. RATING AGENCY: Is the Confirmation being issued in connection with a bond transaction:
  - Yes /  No    If yes, please indicate the following:
    - a. The bonds are or will be rated by:  S&P /  Moody's /  Not Rated
    - b. Will interest on the bonds be exempt from income taxation:  Yes /  No
  - If Yes, please indicate whether the bonds are:
    - confirmed by a confirmation issued during the period of July 30, 2008 through December 31, 2012;
    - private activity bonds issued for a qualified residential rental project or a housing program obligation under Section 11(b) of the United States Housing Act of 1937;
    - qualified mortgage bonds (IRC Section 143(a); or
    - qualified veteran's mortgage bonds (IRC Section 143(b).

10. PURPOSE. Member hereby represents and warrants to the Bank that the underlying obligation for which the Confirmation is to be issued and for which it will be used by Member is as follows (select one):

- to facilitate the purchase or commitment to purchase, mortgage loans where the Confirmation functions as a performance bond and is restricted to housing-related purposes;
- to facilitate the collateralization of public unit deposits which are maintained directly by a public unit or otherwise qualify as public unit deposits;
- to secure the obligations of Member pursuant to an interest rate swap, interest rate exchange, interest exchange, or such other comparable agreement between Member and the beneficiary;
- to facilitate community lending;
- to assist the asset/liability management of Member; or
- to provide Member with liquidity or other funding.

11. MULTIPLE OR PARTIAL DRAWS (select one):

The Confirmation shall allow  a single draw request. –OR–  multiple draw requests.

To be honored, draw requests must be presented for payment to the Bank on or before the final expiration date.

12. DELIVERY. The Confirmation is to be delivered to the party selected below prior to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_<sup>1</sup> (select one):

- to Member at the address indicated below;
- to the designated beneficiary at the address provided in Section 1 above, Phone #: \_\_\_\_\_;
- to the designated beneficiary at the following street address: \_\_\_\_\_  
\_\_\_\_\_ Phone #: \_\_\_\_\_;
- to (specify other) \_\_\_\_\_.

13. DELIVERY OF OTHER DOCUMENTS. The documents listed below (if any) shall be delivered to the party indicated in Section 7 along with the Confirmation: \_\_\_\_\_  
\_\_\_\_\_

14. OTHER SPECIAL REQUESTS OR INSTRUCTIONS. \_\_\_\_\_  
\_\_\_\_\_

15. RENEWAL: Please indicate whether this is a renewal of an existing confirmation of Member's Letter of Credit:

- Yes, this is a renewal                       No, this is not a renewal

<sup>1</sup> To ensure that the Bank is in a position to timely deliver the Confirmation, the application must be completed and approved 24 hours prior to the requested delivery date. The Bank will make every effort to deliver the Confirmation prior to the requested date; however, the Bank cannot guarantee delivery.



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IF THIS APPLICATION IS FOR A RENEWAL OF A CONFIRMATION PREVIOUSLY ISSUED BY THE BANK, PLEASE PROVIDE, ALONG WITH THIS APPLICATION, A CERTIFICATION LETTER IN THE FORM OF EXHIBIT A, ATTACHING THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS, EXTENSIONS, AND/OR MODIFICATIONS.

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.

_____	_____
<i>(Member Institution)</i>	<i>(Authorized Signature)</i>
_____	_____
<i>(Address of Institution)</i>	<i>(Printed Name and Title)</i>
_____	_____
<i>(Address of Institution)</i>	<i>(Authorized Signature)</i>
	_____
	<i>(Printed Name and Title)</i>

PERSON TO CONTACT REGARDING THIS APPLICATION: \_\_\_\_\_

PHONE #: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

***FHLB Dallas Use Only***

FHFA ID # \_\_\_\_\_

Commitment # \_\_\_\_\_

Initial Expiration Date: \_\_\_\_\_

Final Expiration Date: \_\_\_\_\_

Pricing: # of Days: \_\_\_\_\_ / 365 (actual/365)

Basis Points per year: \_\_\_\_\_

Total Fees: \$ \_\_\_\_\_



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**EXHIBIT A**

[Member's Letterhead]

DATE

Federal Home Loan Bank of Dallas  
8500 Freeport Parkway South, Suite 100  
Irving, Texas 75063  
Attention: Member Sales

Re: Letter of Credit # \_\_\_\_\_, issued by [MEMBER NAME] (the "Member")

Ladies and Gentlemen:

I certify that I am the [ --TITLE-- ] of the Member and that in such capacity I am authorized to execute and deliver this document in the name of and on behalf of the Member. I further certify (i) that [ --BENEFICIARY-- ] ("Beneficiary") is the beneficiary of the original standby letter of credit number \_\_\_\_\_, issued by the Member and dated as of [ \_\_\_\_\_ ] (the "Letter of Credit"), (ii) that the Letter of Credit has been delivered to [ --BENEFICIARY-- ] and (iii) that a true and correct copy of the Letter of Credit and any amendments, extensions and/or modifications thereto are attached to this letter as Attachment A. The Member has approved an extension of the Letter of Credit until [ --NEW EXPIRATION DATE-- ].

[INSERT THE FOLLOWING IF THE STATED AMOUNT OF THE LETTER OF CREDIT HAS BEEN REDUCED:  
The stated amount of the Letter of Credit has been reduced [PROVIDE EXPLANATION AS TO WHY STATED AMOUNT HAS BEEN REDUCED<sup>2</sup>

[MEMBER NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>2</sup> Usually due to principal paydown.

## Attachment A

### Letter of Credit & Any and All Amendments, Extensions and/or Modifications Thereto

(See attached)