

DEPOSITARY, FINANCIAL AGENCY, AND COLLATERAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, a Depositary and Financial Agent of the Government under the general designation provided in United States Treasury Department Circular No. 176, as revised (31 CFR Part 202), desires to be authorized by the Secretary of the Treasury to perform certain banking services requested by a Government agency; and

WHEREAS, such authorization requires, and is contingent upon, the execution by the undersigned of a "Depositary, Financial Agency, and Collateral Agreement" in such form as the Secretary of the Treasury shall prescribe, and the giving of satisfactory security, by the pledge of collateral or otherwise, in accordance therewith.

NOW, THEREFORE, in consideration of the foregoing facts, this agreement witnesseth:

1. THE UNDERSIGNED HEREBY AGREES to perform such banking services for the Government (including, but not by way of limitation, any agency or corporation owned or controlled by the Government, and any officer, agent, or employee thereof while acting in his official capacity), and faithfully discharge such duties, as may now or hereafter from time to time be required by the Secretary of the Treasury.

2. THE UNDERSIGNED FURTHER AGREES, for the purpose of insuring and guaranteeing the faithful performance of all such services and discharge of all such duties, to pledge and at all times while designated as above set forth, maintain the pledge of collateral security of the classes described, and under the terms and conditions set forth, in Treasury Department Circular No. 176, which collateral security shall be in such amount as may from time to time be required by the Secretary of the Treasury, and such collateral, and any addition thereto or substitution therefore, shall be deposited with the Treasurer of the United States or with any Federal Reserve Bank or Branch thereof acting as fiscal agent of the United States, as authorized or designated by the Secretary of the Treasury.

3. THE UNDERSIGNED FURTHER AGREES that, in the event of its failure to pay, when due, the whole or any part of the funds deposited with the undersigned, or in the event of the failure for any reason of the Government or other appropriate person or organization to receive promptly funds to be transmitted or otherwise handled by the undersigned in the performance of its duties as a Depositary and Financial Agent of the Government, or in the event that the undersigned shall otherwise violate or fail to perform any of the terms of this agreement, or in the event of the insolvency of the undersigned, or the undersigned shall be closed for business by law or by proper corporate action, or in the event that a receiver, or conservator, or liquidator or any other officer shall be appointed for the purpose of terminating the business of the undersigned, the Secretary of the Treasury, without prior notice or demand, through such agents as he may designate for the purpose, may forthwith redeem or sell the pledged collateral, and any addition thereto or substitution therefore, or any part thereof, at either public or private sale or sales, and apply the proceeds of such redemption or sale or sales, after deducting all necessary or proper expense of such redemption or sale or sales, to the payment of funds deposited with the undersigned or the repayment of funds received by the undersigned for transmission or handling, or both, or any other indebtedness of the undersigned to the Government by reason of the above-mentioned authorization, any surplus remaining from the proceeds of the redemption or sale or sales of such securities after payment or repayment in full has been made, to be paid to the undersigned.

4. THE UNDERSIGNED FURTHER AGREES to be bound by (1) the provisions of the equal employment opportunity clause set forth in Section 202 of Executive Order No. 11246 (42 U.S.C. 2000e note), as amended by Executive Order 11375, and the regulations issued pursuant thereto (41 CFR Chapter 60 and 10-12.8) in the manner and to the same extent as if their provisions were set forth herein, and certifies that it does not maintain or provide for employees any facilities which are segregated on the basis of race, creed, color, or national origin at the main office or any branch office; and (2) the provisions of the General Services Administration regulations for the promotion of employment of disabled and Vietnam era veterans (41 CFR Subpart 1-12.11), in the same manner and to the same extent as if their provisions were set forth herein.

The provisions set forth in this Depositary, Financial Agency, and Collateral Agreement may be supplemented, amended, or modified at any time subsequent hereto by agreement in writing between the undersigned and the Secretary of the Treasury, as provided in the attached resolution of its Board of Directors.

IN WITNESS WHEREOF, the undersigned has caused the signature of its officer below-named and its corporate seal duly attested to be affixed hereto this _____ day of _____, 19____, intending to be legally bonded hereby.

(Name of Bank, City, State)

(Bank ABA/RTN #)

(SEAL)

By: _____
(Signature & Title of Officer Executing Agreement)

Attest: _____
(Signature & Title)