

**APPENDIX A: FMS FORM NO. 458  
FINANCIAL INSTITUTION AGREEMENT AND APPLICATION  
FOR DESIGNATION AS A TREASURY TAX AND LOAN DEPOSITARY**

TO: The Federal Reserve Bank of St. Louis, as fiscal agent of the United States. The undersigned financial institution, \_\_\_\_\_, a

Name of Institution

\_\_\_\_\_ (Depository), hereby applies for designation

Type of Institution

as a Treasury Tax and Loan Depository in order to maintain and administer a separate account known as a Treasury Tax and Loan Account and/or, if applicable, to maintain a Treasury Investment Program balance. This application is made pursuant to 31 CFR Part 203, as amended from time to time, which is incorporated by reference herein, and is authorized by due action of its \_\_\_\_\_ as evidenced by

Type of Governing body

Resolutions of such body, submitted with this application.

To support its application, the Depository hereby certifies that it possesses under its charter and regulations issued by its chartering authority: (a) either general or specific authority to maintain a Treasury Tax and Loan Account and/or, if applicable, a Treasury Investment Program balance, from which the balances are payable on demand without previous notice of intended withdrawal; (b) either general or specific authority to pledge collateral, consistent with 31 CFR Part 380, to secure funds in the Treasury Tax and Loan Account and/or, if applicable, the Treasury Investment Program balances; and (c) it is otherwise eligible under 31 CFR Part 203, as amended from time to time.

The Depository hereby agrees as follows:

1. To perform Depository services for the United States Government in accordance with the provisions of 31 CFR Parts 203 and 380, as amended from time to time, and all instructions issued pursuant thereto.
2. To pledge securities as collateral security in the classes and amounts and under the terms and conditions as prescribed in 31 CFR Parts 203 and 380, as amended from time to time, and all instructions issued pursuant thereto.

The Depository represents and warrants that any securities it pledges hereunder are owned by it free and clear of all liens, charges and claims. If a Federal Reserve Bank, as fiscal agent of the United States, agrees that such pledged securities may be held by a third party custodian, or under an extended custody agreement, the Depository agrees to be bound by any provisions applicable to the Depository that are set forth in the agreement entered into by the Federal Reserve Bank and the approved custodian(s), as amended from time to time. The Depository further agrees that the Federal Reserve Bank's issuance of instructions to a custodian stating that the Federal Reserve Bank releases its interest in certain securities, will terminate the Federal Reserve Bank's responsibility with regard to such securities. The Depository indemnifies the Federal Reserve Bank and the United States Government from any claims with regard to such securities arising thereafter.

3. That if the Depositary fails to pay, when due, the whole or any part of the funds received by it for credit to its Treasury Tax and Loan Account, and/or if applicable, its Treasury Investment Program balances; or otherwise violates or fails to perform any of the terms of this agreement, or fails to pay when due amounts owed to the United States or the United States Treasury; or if the Depositary is closed for business by regulatory action or by proper corporate action, or in the event that a receiver, conservator, liquidator or any other officer is appointed; then the Secretary of the Treasury or his designee, with or without notice or demand, may redeem or sell, at either public or private sales, or otherwise collect the proceeds of all or part of the collateral, including additions and substitutions; and apply the proceeds, after deducting all necessary expenses of such redemptions or sales, to the payment of funds received by the Depositary, or other indebtedness of the Depositary to the United States by reason of the abovementioned authorization; or to satisfy any claims of the United States against the Depositary.

4. That the rights are in addition to any other rights provided by law, Treasury regulation, or agreement, which the Secretary of the Treasury may exercise, through such agents as the Secretary may designate.

5. To comply with all the requirements codified in 31 CFR Parts 203 and 380, as amended from time to time, and all instructions issued pursuant thereto. The Depositary agrees that upon execution by the Federal Reserve Bank of St. Louis acting as fiscal agent of the United States, this document shall evidence the agreement entered into between the Secretary of the Treasury and the Depositary. As part of this application, the Depositary makes the following initial election to participate as a Collector, Retainer or Investor Depositary, but it is recognized that this initial election is subject to change in accordance with 31 CFR Part 203, as amended from time to time.

- Investor – Depositary will retain tax deposits as Treasury investments and/or receive additional investments in obligations of the Depositary;
- Retainer – Depositary will retain tax deposits as Treasury investments but will not receive additional Treasury investments in obligations of the Depositary;
- Collector – Depositary will not retain tax deposits as investments or receive other Treasury investments. Funds equivalent to the amount of tax deposits credited by Depositary to its Treasury Tax and Loan Account will be withdrawn immediately upon notification to the Federal Reserve Bank of such deposits;

Signed on behalf of the corporate officer of the Depository who certifies he/she is duly authorized to execute this document and to elect the option indicated as evidenced by the attached resolutions of the \_\_\_\_\_  
Governing Body

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City or Town, State

[SEAL]

\_\_\_\_\_  
Print or Type Name & Title of Authorized Officer

By: \_\_\_\_\_  
Signature & Title of Authorized Officer

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date