

# Capital Equivalency Deposit Agreement

Date

WHEREAS, \_\_\_\_\_ is a foreign bank  
(the depositor)  
organized under the laws of \_\_\_\_\_ and maintains an  
office(s) in the state of \_\_\_\_\_ licensed by the Office of the  
Comptroller of the Currency (OCC) pursuant to the International Banking Act of  
1978 (Pub. L. 95-369); and

WHEREAS, \_\_\_\_\_ is a member bank with its  
(the depository bank)  
principal office located at \_\_\_\_\_; and

WHEREAS, the depositor is required under section 4 of the International Banking Act and under the OCC's regulations at 12 CFR 28.15 to maintain with a designated member bank a Capital Equivalency Deposit (CED) in the form of dollar deposits or investment securities of the type that may be held by national banks for their own account;

NOW, THEREFORE, it is agreed among the OCC, the depositor, and the depository bank that:

1. Dollar deposits and investment securities placed in safekeeping at the depository bank pursuant to this agreement and in order to satisfy the capital equivalency requirements of the depositor, shall be:
  - (a) Pledged to the OCC.
  - (b) Accompanied by any documentation necessary to facilitate transfer of title in the event of subsequent release to the OCC.
  - (c) Segregated on the books and records of the depository bank, provided, however, that the depository bank may deposit and maintain such assets in a book-entry account with the Federal Reserve System.
  - (d) Free from any lien, charge, right of set off, credit or preference in connection with any claim of the depository bank against the depositor.
2. Whenever assets are deposited pursuant to this agreement, the depository bank shall furnish promptly to the depositor a receipt and a copy of it to the OCC. Such receipt shall specify the aggregate face value of the assets being deposited and, for each asset, shall specify the following information to the extent applicable: the complete title, interest rate, series, serial number, face value, maturity date, and call date.
3. The depository bank shall not allow assets comprising the CED to be withdrawn without prior written permission of the OCC.
4. Notwithstanding the provision of paragraph 3, unless otherwise ordered by the OCC, the depository bank shall release assets to the depositor in exchange for other

assets deposited pursuant to this agreement, provided that the depositor certifies to the depository bank that the aggregate value of the assets being deposited is the same or greater than the aggregate value of the assets being withdrawn. The value of the assets being withdrawn and deposited shall be calculated as of the date of the exchange transaction and, in the case of investment securities, on the basis of the lower of face value or market value. The depositor's certificate, a copy of which shall be furnished concurrently to the OCC, shall also specify:

- (a) To the extent applicable, the complete title, interest rate, series, serial number, face value, market value, maturity date and call date of each asset being withdrawn and each asset being deposited.
- (b) The aggregate value of the assets being withdrawn and deposited.
- (c) That, after the exchange transaction, the amount of the CED is sufficient to comply with requirements set by law and by the OCC.

5. The depository bank shall permit representatives of the OCC or the depositor to examine the CED during regular business hours. Upon request, the depository bank shall furnish the OCC with a current list of the assets maintained in the CED pursuant to this agreement.

6. The depositor shall be permitted to collect income on the assets in its CED, unless the OCC issues a contrary order to the depository bank.

7. The depository bank agrees to give to the safeguarding, handling, and shipment of CED assets the same degree of care that it gives to its own securities.

8. The OCC by written order may relieve the depositor or depository bank from compliance with any term or condition of this agreement.

9. The OCC shall not be required to pay for any services under this agreement.

10. The CED agreement may be terminated by the depositor or the depository bank upon at least 60 days written notice to the other party. No termination shall be effective until:

- (a) Another depository bank has been selected by the depositor and approved by the OCC or, if applicable, the Federal Reserve.
- (b) A CED agreement acceptable to the OCC has been agreed upon by the depositor and the new depository bank.
- (c) The depository bank has released to the newly designated depository bank the assets of the Capital Equivalency Account in accordance with the depositor's written instructions as approved by the OCC.

11. The depository bank shall release to the OCC assets in the CED upon certification by the OCC that a receiver or conservator has been appointed in connection with one or more federal branches or agencies of the depositor.

12. Once the total CED has been given to the depositor or the OCC, as the case may be, the depository bank shall be discharged from further obligation under this agreement.

13. All written communications required under this agreement shall be mailed or delivered to each party at the following addresses:

The depository bank:

The depositor:

The OCC:                   The Comptroller of the Currency  
Northeastern District Licensing  
340 Madison Avenue, Fifth Floor  
New York, New York 10173

IN WITNESS WHEREOF, the depositor, the depository bank, and the OCC have caused this agreement to be duly executed as of today's date.

For the depositor:

\_\_\_\_\_  
Signature

Typed Name and Title

For the depository bank:

\_\_\_\_\_  
Signature

Typed Name and Title

For the Office of the Comptroller of the Currency:

\_\_\_\_\_  
Signature

Typed Name and Title

Date: