

CORRESPONDENT CREDIT AND PAYMENT AGREEMENT

1.0 SCOPE

- 1.1** This Appendix 5 to Operating Circular No. 10, as amended, supplemented, or otherwise modified from time to time ("**Operating Circular**"), sets forth the Correspondent Credit and Payment Agreement ("**Correspondent Agreement**") among the Bank, the Borrower, and the Correspondent identified in a letter of agreement in the form of Exhibit 1 to this appendix (the "**Correspondent Letter**"), under which the Bank may make an Advance to and obtain repayment from the Borrower through an Account of the Correspondent.
- 1.2** For the Borrower to receive an Advance under the Correspondent Agreement, the Borrower and the Correspondent must obtain the Bank's prior approval and execute the Correspondent Letter.
- 1.3** The Correspondent Agreement supplements the Lending Agreement (as defined in the Operating Circular), and the terms of the Lending Agreement are incorporated herein. Except as defined herein, capitalized terms in the Correspondent Agreement have the same meaning as defined in the Operating Circular.
- 1.4** In the event of a conflict between the other provisions of the Lending Agreement and the Correspondent Agreement, the provisions of the Correspondent Agreement control concerning the substance of the Correspondent Agreement. The terms of the Correspondent Agreement shall also prevail over any inconsistent terms in any account agreement between the Correspondent and a Reserve Bank concerning the substance of the Correspondent Agreement.

2.0 COMMUNICATIONS

- 2.1** If requested by the Bank, the Borrower shall be responsible for including an authorized individual of the Correspondent identified in the Correspondent Letter, as updated from time to time by the Correspondent, on communications between the Borrower and the Bank concerning any debit or credits posted to the Correspondent's Account related to an Advance, Advance Repayment Amount, or other Obligation of the Borrower.
- 2.2** The Bank assumes no responsibility for the Borrower's failure to include an authorized individual identified in the Correspondent Letter on any communications as required under this section.
- 2.3** The Bank or the Reserve Bank with which the Correspondent maintains an Account may record telephone communications between it and the Correspondent or the Borrower regarding any debit or credit to the Correspondent's Account made hereunder.

3.0 ADVANCE

- 3.1** If the Borrower applies for an Advance, the Borrower authorizes the Correspondent to provide any information requested by the Bank regarding the Borrower's credit position and any extension of credit made by the Correspondent to the Borrower. The Correspondent shall provide such information promptly in response to the Bank's request.

- 3.2** Except as provided by the Bank in writing, any credit posted to the Correspondent's Account by the Bank for the Borrower constitutes an Advance to the Borrower in accordance with the terms of the Lending Agreement. An Advance shall be held in trust by the Correspondent for the Borrower's benefit and shall not be subject to any lien or right of set-off by the Correspondent.
- 3.3** The Borrower is solely responsible for notifying the Correspondent of any incoming credit to the Correspondent's Account for an Advance on the day the Advance is requested. The Borrower's failure to give such notice does not affect the rights and obligations of the Bank and the Correspondent with respect to each other under this Correspondent Agreement.

4.0 NOTICE OF DEBIT AND CREDIT

- 4.1** The Bank shall send to the Borrower and the Correspondent an advice of any credit due or debit charged to the Borrower that the Bank posted to the Correspondent's Account by the Business Day following the Business Day on which such credit or debit was posted by the Bank.
- 4.2** The advice to the Correspondent shall be sent to an authorized individual identified by the Correspondent in the Correspondent Letter. If the Correspondent does not furnish a list of authorized individuals to the Bank, or if in the Bank's opinion it is not feasible to direct a notice to a named individual due to the medium used (e.g., a computer-generated notice), then the Bank may give an advice or notice required under this Agreement to any other authorized individual of the Correspondent.
- 4.3** Any credit or debit posted to the Correspondent's Account by the Bank under this Correspondent Agreement constitutes authority for the Correspondent, consistent with applicable law, to credit or debit, respectively, the Borrower's account on its books for the amount of the credit or debit.

5.0 REPAYMENT

- 5.1** An Advance Repayment Amount is due in accordance with Paragraph 5.1 of the Operating Circular. This obligation remains notwithstanding nonreceipt of the Advance by the Borrower after the Advance is credited to the Correspondent's Account.
- 5.2** Any funds deposited with the Correspondent by the Borrower for the purpose of paying an Advance Repayment Amount are held in trust for the Bank and are not subject to any lien or right of set-off by the Correspondent.
- 5.3** Except as otherwise agreed by the Bank in writing, the Borrower and the Correspondent authorize the Bank, or the appropriate Reserve Bank, to debit the Correspondent's Account for the full Advance Repayment Amount when the Advance Repayment Amount is due. The Borrower shall ensure that sufficient funds are made available to the Correspondent to pay this amount when due. Unless otherwise agreed, the Borrower shall promptly reimburse the Correspondent for any debit made by the Bank to the Correspondent's Account.

- 5.4** Unless the Correspondent in writing irrevocably waives all rights to contest a debit to its Account to pay the Borrower's Advance Repayment Amount, the repayment is considered provisional, and the Bank retains an unimpaired security interest in Collateral Pledged by the Borrower to secure the Advance Repayment Amount until the Correspondent is deemed to have unconditionally approved the debit under Section 6.0.

6.0 CORRESPONDENT'S APPROVAL OF A DEBIT

- 6.1** If on the day an Advance Repayment Amount is due, after making a good faith effort the Correspondent has not received from the Borrower the full amount of the debit for the Borrower's Advance Repayment Amount, then the Correspondent may instruct the Bank not to debit the Correspondent's Account for the amount that the Correspondent has not received by providing instructions no later than one hour before the time that the Advance Repayment Amount is due.
- 6.2** In addition, if an Advance Repayment Amount becomes immediately due and payable under Paragraph 5.1 of the Operating Circular, and if the Correspondent is not provided with advance notice that the due date has been accelerated, then the Correspondent may instruct the Bank to reverse the debit by giving the Bank notice before the regularly scheduled close of the Fedwire Funds Service on the day the Advance Repayment Amount becomes immediately payable.
- 6.3** Upon receiving an instruction described in Paragraph 6.1 or 6.2, the Bank will not debit the Correspondent's Account for the amount the Correspondent stated in the instruction that it has not received from the Borrower, or will reverse the debit as the case may be. The Bank is not required to inquire into the basis for or validity of any such instruction from the Correspondent before acting upon it.
- 6.4** If the Bank receives an instruction described in Paragraph 6.1 or 6.2 from the Correspondent, the Advance Repayment Amount shall remain immediately due and payable, and the Bank may exercise any remedies available to it, including any remedies available under the Lending Agreement, to obtain the full Advance Repayment Amount.
- 6.5** If the Correspondent fails to provide instructions to the Bank in accordance with Paragraph 6.1 or 6.2, then the Correspondent is deemed to have unconditionally approved the debit and the Correspondent has no right to refuse or contest the debit.
- 6.6** If the Correspondent receives funds from the Borrower to pay the Advance Repayment Amount after the Correspondent provided instructions to the Bank under Paragraph 6.1 or 6.2, then the Correspondent shall promptly notify the Bank that the Correspondent revokes its instructions.

7.0 MISCELLANEOUS

- 7.1** Unless otherwise agreed by the Bank, the time zone of the Bank's head office is used to determine whether any deadline set forth herein has been met.
- 7.2** No delay or failure by the Bank to exercise any right or remedy accruing upon any Event of Default shall impair any right or remedy, waive any default or operate as an acquiescence to the Event of Default, or affect any subsequent default of the same or of a different nature.

7.3 The Correspondent Agreement is binding on the receivers, administrators, successors, assigns and legal representatives of the Borrower and the Correspondent, and inures to the benefit of the Bank and its successors and assigns. The rights and obligations hereunder, however, may not be assigned by the Borrower or the Correspondent without the prior written consent of the Bank.

8.0 AMENDMENT

The Bank, in its sole discretion, may amend this Correspondent Agreement without prior notice at any time. Any amendment applies only to a transaction under this Correspondent Agreement made on or after the effective date of the amendment.

9.0 NOTICE

9.1 Unless otherwise specified herein or by the Bank, all notices and instructions required under this agreement shall be: (a) sent by first-class mail, postage prepaid; (b) personally delivered or by courier; or (c) sent by email or electronic messaging system and will be deemed effective as indicated:

- (a) if in writing and delivered in person or by courier, on the date it is delivered;
- (b) if sent by first-class mail, on the date that mail is delivered, or its delivery is attempted;
- (c) if sent by electronic messaging system, on the date that electronic message is received; or
- (d) if sent by e-mail, on the date that message is delivered,

unless the date of the delivery (or attempted delivery), the receipt or the occurrence, as applicable, is not a Business Day or that communication is delivered (or attempted), received or shall have occurred, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

9.2 Notices that are mailed or delivered in person or by courier to the Borrower or Correspondent must be addressed as indicated to the Bank in writing by the Borrower or the Correspondent. Notices that are mailed or delivered in person or by courier to the Bank must be addressed to the credit function at the Bank's head office or as otherwise specified by the Bank.

10.0 TERMINATION

Any party may terminate this Correspondent Agreement by giving written notice to the other parties. The rights and liabilities of the parties under the Correspondent Agreement survive any termination of it until such time as all Advance Repayment Amounts owed by the Borrower hereunder and the Correspondent's obligations to the Bank under this Agreement have been satisfied in full.

11.0 GOVERNING LAW

The Correspondent Agreement, including any Advance or any other transaction entered into pursuant thereto, is governed by Federal law and, to the extent not inconsistent therewith, the law of the State in which the Bank's head office is located, excluding that State's law regarding conflicts of law.

12.0 EFFECTIVE DATE/STATUS OF PREVIOUS AGREEMENTS

The Correspondent Agreement is effective when the Bank receives the Correspondent Letter in a form acceptable to the Bank. At that time, the Correspondent Agreement supersedes any and all previous agreements, if any, relating to a Reserve Bank making any Advance to and obtaining payment from the Borrower through the Correspondent.

Exhibit 1 To Correspondent Credit and Payment Agreement

**LETTER OF AGREEMENT TO
CORRESPONDENT CREDIT AND PAYMENT AGREEMENT**

Date: _____

Federal Reserve Bank of _____
Select Reserve Bank

Attention:

In order to request advances from you through a correspondent and in order to make payments to you through a correspondent, we agree to the provisions of the Correspondent Credit and Payment Agreement, currently Appendix 5 to your Operating Circular No. 10, as amended, supplemented or otherwise modified from time to time. We designate

Name of Correspondent

as the Correspondent under that agreement.

Name of Borrower

Borrower's Routing (ABA) No. (if applicable)

(If a second signatory is required in Borrower's OC-10 Authorizing Resolutions)

Authorized Officer

(Must be identified by title in Borrower's OC-10 Authorizing Resolutions)

By: _____

Name: _____

Title: _____

Second Authorized Officer

(Must be identified by title in Borrower's OC-10 Authorizing Resolutions)

By: _____

Name: _____

Title: _____

We agree to act as Correspondent for

Name of Borrower

and, as such, to be bound by the provision of the Correspondent Credit and Payment Agreement, currently Appendix 5 to your Operating Circular No. 10, as amended, supplemented or otherwise modified from time to time ("Correspondent Agreement").

Pursuant to Section 4 of the Correspondent Agreement, we are furnishing below a list between three and five individuals to whom the Federal Reserve Bank of

Select Reserve Bank

(the "Reserve Bank") may send an advice of credit or debit entries made under the Correspondent Agreement. These individuals are also authorized to instruct the Reserve Bank to reverse a debit or not to debit our account in accordance with Section 6.0 of the Correspondent Agreement.

Name of Correspondent

Correspondent's Routing (ABA) No.

Authorized Officer

(must be an officer authorized by the Correspondent's by-laws and/or board of directors to execute this agreement and provide the list of authorized individuals included below)

By: _____

Name: _____

Title: _____

Date: _____

Certifying Official

I hereby certify that I am the Secretary, Assistant Secretary or officer of similar or higher rank of the Correspondent, and the individual executing this document is in fact an Authorized Officer of the Correspondent and in that capacity is authorized by the institution's by-laws and/or board of directors to execute this agreement and provide the list of authorized individuals included below.

By: _____

Name: _____

Title: _____

Date: _____

The Federal Reserve Banks may send to the individuals listed below (or any such individual as set forth in Section 4 of the Correspondent Agreement) the advices of credit or debit entries as described in Section 4 of the Correspondent Agreement and such individuals are authorized to instruct the Reserve Bank not to debit the Correspondent Account or to reverse a debit as provided in Section 6 of the Correspondent Agreement. The Correspondent is responsible for updating the list as necessary and ensuring that the persons and contact information on the list are up to date. The Reserve Banks assume no responsibility for a Correspondent's failure to keep the information required under this section current.

(List between three and five employees)

Name	Title	Telephone No.	Email Address