

**STATE OF OHIO  
OFFICE OF THE TREASURER**

**APPLICATION AND AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS  
for the period of July 2, 2018 through July 5, 2020**

**Application for Deposit of Public Funds**

Financial Institution Name: \_\_\_\_\_

Home Office Address (Street/P.O. Box): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Number of Branch locations in Ohio: \_\_\_\_\_

Website Address (if applicable): \_\_\_\_\_

Pursuant to Ohio Revised Code ("ORC") § 135.03, Charter Class (select one):

- National bank, any bank doing business under authority granted by the Ohio Superintendent of Financial Institutions, or any bank doing business under the authority granted by the regulatory authority of another state of the United States, located in Ohio, and subject to ORC § 135.01 and 135.21.
  
- Federal savings association, any savings and loan association, or savings bank doing business under authority granted by the Ohio Superintendent of Financial Institutions, or any savings and loan association or savings bank doing business under authority granted by the regulatory authority of another state of the United States, located in Ohio and authorized to accept deposits, and subject to ORC §§ 135.01 and 135.21.

FDIC Insured?  Yes  No FDIC Certificate Number: \_\_\_\_\_

Holding Company Name: \_\_\_\_\_

Holding Company Address (Street/P.O. Box): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Primary Contact:** Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Application Prepared By:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

For State Treasurer Use Only
Date Received _____
Date BOD Approved _____
Depository Bank Number _____

## Agreement for Public Depositories

This Agreement is hereby made by and between \_\_\_\_\_ (“Financial Institution”) and the State Treasurer of Ohio (“Treasurer”) for the biennium commencing July 2, 2018 and ending July 5, 2020 to be designated as a depository by the State of Ohio Board of Deposit (“Board of Deposit”) pursuant to Ohio Revised Code (“ORC”) §§ 135.03 and 135.12 for (select one):

- Only Interim Deposits*, as defined by ORC § 135.01, including Treasurer investments and programs such as linked deposit programs and BidOhio.
- Only Active Deposits*, as defined by ORC § 135.01, including demand deposits of the Treasurer or of any account in the custody of the Treasurer. To be eligible to accept Active Deposits, the Financial Institution must also respond to the Board of Deposit Request for Proposal, which will be available at [www.ohiotreasurer.gov](http://www.ohiotreasurer.gov).
- Both Active Deposits and Interim Deposits*. To be eligible to accept Active Deposits, the Financial Institution must also respond to the Board of Deposit Request for Proposal, which will be available at [www.ohiotreasurer.gov](http://www.ohiotreasurer.gov).

1. This Agreement, including the Resolution for Approval of Treasurer Deposits and the Security Agreement (collectively the “Agreement”) is accompanied by a financial statement of the Financial Institution, under oath of its

\_\_\_\_\_(Title of Authorized Officer), in such detail as to show the capital funds of the Financial Institution as of the date of its latest report to the superintendent of financial institutions, the comptroller of the currency, the federal deposit insurance corporation, or the board of governors of the federal reserve system adjusted to show any changes therein prior to the date of application, pursuant to ORC §§ 135.08 or 135.10, as applicable.

2. The Financial Institution agrees to comply with ORC § 135.03 in that the Financial Institution shall not receive or have on deposit, at any one, time public moneys, including public moneys as defined in ORC § 135.31, in an aggregate amount in excess of thirty percent (30%) of its total assets, as shown in its latest report in the case of a bank, to the superintendent of financial institutions, the comptroller of the currency, or the federal home loan bank board or, in the case of a savings association, savings and loan association, or savings bank to the superintendent of

financial institutions, the federal deposit insurance corporation, or the board of governors of the federal reserve system.

Total Assets of the Financial Institution                    \$ \_\_\_\_\_  
(as listed on the accompanying financial statement)

**(LIST THE FULL DOLLAR AMOUNT – DO NOT ABBREVIATE)**

Maximum Interim Deposits Requested                    \$ \_\_\_\_\_

Maximum Active Deposits Requested                    \$ \_\_\_\_\_

Maximum Total Deposits Requested\*                    \$ \_\_\_\_\_

\*Although the ORC allows a Financial Institution to have public moneys on deposit up to thirty percent (30%) of its total assets, the maximum total deposits amount that will be approved may not exceed twenty-five percent (25%) of the Financial Institution’s total assets, as shown in its latest report to the superintendent of financial institutions or comptroller of the currency. This will ensure that a Financial Institution is in compliance with the ORC at all times. The Financial Institution hereby certifies that it is eligible for Interim Deposits and/or Active Deposits (“Deposits”) pursuant to ORC Chapter 135, and that it is permitted by all applicable law and regulations to pledge collateral to the Treasurer pursuant to ORC § 135.18. The Financial Institution, if designated by the Board of Deposit as a depository (“Depository”), further certifies that it will comply in all aspects with ORC Chapter 135 and all applicable federal, state and local laws and regulations. Further, the Financial Institution agrees that it will execute all elements of this Agreement, a Trustee Agreement (“Trustee Agreement”) or Exhibit A (Collateral Election Certification), and any other agreements or documents required by the Treasurer during the term of this designation.

To satisfy the collateral requirements of ORC § 135.18, the Financial Institution must do one of the following:

- 1) Complete Exhibit A (Collateral Election Certification) and return this certification with this Agreement.

AND/OR

- 2) Execute one (1) of the two (2) Trustee Agreements that are enclosed with this Agreement, and have its Trustee do the same. The first enclosed Trustee Agreement may be used with any Financial Institution that satisfies the requirements of ORC § 135.18(J), and the second Trustee Agreement enclosed may be used if the Financial Institution chooses the Federal Home Loan Bank as a trustee. Such executed Trustee Agreement shall be returned to the Treasurer with this Agreement.

3. **Agreement and Termination:** This Agreement, upon execution by the Financial Institution and approval by the Treasurer and approval by the Board of Deposit, shall be binding upon all parties thereafter. All Public Deposits shall be governed by the terms and conditions of this Agreement. This Agreement shall remain in full force and effect until either party has received written notice of termination of this Agreement in accordance with the OPCS Operating Policies.
4. **Successor Institutions:** If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution or of its property is appointed, or if any public officer takes charge or control of the Financial Institution or its property, then the successor financial institution, receiver, liquidator, conservator or public officer shall, without any further act, be bound by and vested with all rights, powers, duties and obligations of the Financial Institution, including all Collateral obligations, under this Agreement.
5. **Rights In Data And Copyrights/Public Use:** The Treasurer shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by Financial Institution pursuant to this Agreement. Except as required by law, no such documents or other materials produced (in whole or in part) to the Treasurer shall be considered confidential or trade secret or subject to copyright by Financial Institution in the United States or any other country. Financial Institution agrees that all deliverables hereunder may be made freely available to the general public to the extent required by law.
6. **Liability:**
  - a. Financial Institution agrees to indemnify and to hold the Treasurer and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement that are attributable to Financial Institution's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Financial Institution, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
  - b. Financial Institution shall bear all costs associated with defending the Treasurer and the State of Ohio against any claims that may arise in the performance of this Agreement.

- c. Any dispute regarding performance pursuant to the terms of this Agreement that cannot be mutually resolved by the parties, and, where liability of one or both parties is at issue, shall be filed in a court of competent jurisdiction in Franklin County, Ohio.
  - d. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits, even if either party knows or should have known of the possibility of such damages.
7. **Compliance With Laws:** Financial Institution, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
  8. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
  9. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
  10. **Headings Not Binding:** The headings appearing at the beginning of the sections in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.
  11. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement. Any other provision will be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.
  12. **Governing Law & Venue:** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder. Venue for actions shall occur in Franklin County, Ohio.
  13. **Assignment:** Neither this Agreement nor any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer. If approval is granted, then during the term of this Agreement, all successors and assigns shall be bound by the terms of this Agreement.

14. **Force Majeure:** Financial Institution shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation: acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; loss or malfunctions of utilities, transportation, computer (hardware or software), or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment, or transportation. Nothing in the preceding paragraph shall relieve Financial Institution of its duty to maintain a business continuity plan that ensures that the flow of services shall continue without interruption, or in Financial Institution's obligation to perform any duty upon resuming business.
15. **Expenses:** Unless expressed otherwise in this Agreement, Financial Institution shall be responsible for and assume all expenses that are incurred as a result of the performance of this Agreement.
16. **Amendments:** All amendments to this Agreement, including amendments to its attachments and exhibits, must be in writing and signed by Financial Institution and the Treasurer.
17. **Waiver Of Breach:** The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee shall not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party shall only be valid if it is in writing and signed by an authorized officer of the party making the waiver.
18. **Counterparts; Electronic Signature:** This Agreement may be executed in one or more counterparts (including by facsimile transmission), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Security Agreement by e-mail (PDF) or telecopy shall be effective as delivery of a manually executed counterpart of this Security Agreement.

The Financial Institution agrees to comply with all provisions of the terms and conditions set out in this Agreement, including any exhibits or appendices, and requests approval as a Depository.

**IN WITNESS WHEREOF**, we have by authority of our board of directors, caused our corporate seal to be affixed and these present to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FINANCIAL INSTITUTION:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ATTEST FINANCIAL INSTITUTION:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**STATE TREASURER OF OHIO**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Exhibit A**  
**Collateral Election Certification**

\_\_\_\_\_ (“Financial Institution”)  
hereby gives notice to the State Treasurer of Ohio (“Treasurer”) that Treasurer’s Deposits (“Deposits”) are secured in accordance with the terms set forth in the Security Agreement section of the Agreement for Deposit of Public Funds (Agreement”) by the following methods: (Select all that apply)

- \_\_\_\_\_ Deposits shall be secured by securities pledged to the Treasurer and held by the Federal Reserve Bank of Boston. This Financial Institution hereby appoints the Federal Reserve Bank of Boston as trustee pursuant to ORC § 135.18(J), and agrees to the terms of Federal Reserve Bank Appendix C of Operating Circulars 7 and 8.
  
- \_\_\_\_\_ Deposits, including any associated accrued interest, shall be covered in full by federal deposit insurance. Deposits requested in section 1 of the Application/Agreement shall not exceed ninety (90) percent of the current FDIC insurance limit. In the event Deposits, including any associated accrued interest exceeds ninety (90) percent of the current FDIC insurance limit, the Financial Institution shall immediately choose another option whereby Treasurer’s deposits are secured in accordance with the terms set forth in the Application/Agreement, or the Financial Institution shall return the Deposits to the Treasurer.
  
- \_\_\_\_\_ Deposits shall be secured by an eligible letter of credit through the Federal Home Loan Bank, pursuant to ORC § 135.18(D)(2), delivered to and held by the Treasurer.
  
- \_\_\_\_\_ Deposits shall be secured by securities or other obligations pledged to the Treasurer evidenced by a written instrument attached hereto pursuant to ORC § 135.18(D).
  
- \_\_\_\_\_ Deposits shall be secured under the Ohio Pooled Collateral Program, pursuant to ORC § 135.182.

Financial Institution agrees that it will give prior written notice to Treasurer if at any time any of the above statements cease to be true and accurate.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, as Financial Institution

\_\_\_\_\_  
Financial Institution Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Resolution for Approval of Treasurer Deposits**

**NOTE: The Resolution set out below shall be adopted by the Financial Institution’s Board of Directors. This Resolution and this Agreement, including the Security Agreement, shall be entered upon the records of the Financial Institution.**

**Resolution by the Board of Directors\***

*\*With prior approval from the State Treasurer of Ohio, a resolution approved by the Loan Committee will be conditionally accepted contingent upon the receipt of ratification by the Board of Directors at its next scheduled meeting.*

At a duly convened meeting of the Board of Directors of \_\_\_\_\_ (Name of the Financial Institution)

held in the offices at \_\_\_\_\_

(Location Address) on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at which a quorum was present, among other business transacted, the following resolution upon motion duly made and seconded, was adopted and entered upon the minutes of the Financial Institution.

WHEREAS, Ohio law requires that all public depositories pledge eligible securities (“Securities”) to secure the Treasurer’s public deposits.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of this Financial Institution that a pledge of Securities owned by the Financial Institution in an amount equal to or exceeding any deposits of the Treasurer is approved, it being the express purpose of the resolution to comply with the provisions of 12 United States Code (“USC”) § 1823(e), and Ohio Revised Code (“ORC”) Chapters 135 and 1309, is hereby authorized.

BE IT RESOLVED FURTHER, that the President or any Vice President, or any executive officer (“Officers”) of this Financial Institution is hereby authorized and directed as follows:

1<sup>st</sup>. To prepare and present, fully, in the manner and form required by the Treasurer, an application on behalf of this Financial Institution to become a Depository and which application upon acceptance by the Ohio Board of Deposit shall become a binding agreement.

2<sup>nd</sup>. To execute on behalf of this Financial Institution one or more Security Agreements and Trustee Agreements, and any and all contracts which may be required by the Treasurer, should this Financial Institution be designated a Depository.

3<sup>rd</sup>. To pledge to the Treasurer such Securities owned by this Financial Institution free and clear of all other liens and claims, and approved by the Treasurer to be received and held by a third-party Trustee, as provided in ORC § 135.18, as pledged Securities to guarantee and secure the payment by Financial Institution of Treasurer's Deposits as required by law. The Officers are further authorized and directed, from time to time, to deposit other and additional Securities whenever required by the Treasurer. The Officers may, with the consent of the Treasurer, substitute any pledged Securities. The Officers are also hereby fully empowered to execute for this Financial Institution any contract or instrument, evidencing a pledge of any or all pledged Securities, which contract gives to the Treasurer powers of sale and disposition of the pledged Securities and of the net proceeds of sale thereof after deducting necessary commissions and expenses, as may be required by the Treasurer.

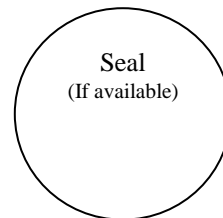
BE IT RESOLVED FURTHER, that the Agreement and the pledge of Securities approved by this Resolution shall be an official record of this Financial Institution.

The undersigned Secretary of the Board of Directors of \_\_\_\_\_  
(Name of the Financial Institution) does hereby certify that the foregoing is a Resolution duly adopted by the Board of Directors at a meeting held on the aforementioned date, at which a quorum of the Directors were present and does further hereby certify that the Resolution has not been altered, amended, repealed, or rescinded and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and, if available, affixed the seal of \_\_\_\_\_ (Name of the Financial Institution)  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Printed Name



## Security Agreement

WHEREAS, \_\_\_\_\_  
 (“Financial Institution”) has been designated by the Board of Deposit as an approved Depository for the period ending July 1, 2018, the Financial Institution, in order to grant, evidence and perfect the security interest of the Treasurer in Securities pledged from time to time by the Financial Institution in order to secure the Treasurer’s deposits (“Deposits”), hereby covenants, agrees and binds itself as follows:

The Financial Institution, as security for Deposits in excess of the amount insured by the Federal Deposit Insurance Corporation (“FDIC”), grants, pledges, and assigns to the Treasurer a security interest in eligible securities, as such term is defined in Ohio Revised Code (“ORC”) § 135.18 (“Securities”), acceptable to the Treasurer, in an amount required by the Treasurer, but not less than the amount required by ORC § 135.18 (“Collateral”). Such Collateral shall be placed on deposit with a trustee as defined in ORC § 135.18(J) (“Trustee”), and are hereby pledged to the Treasurer as security for uninsured Deposits. Such Trustee, which shall not be the Financial Institution or one of its affiliates, and the Financial Institution shall enter into any other agreements reasonably required by the Treasurer to ensure that the Treasurer has a perfected first security interest in the Collateral.

The Financial Institution certifies it will maintain separate and complete records related to all such Collateral necessary to secure Deposits in excess of the amount insured by the FDIC. Such Collateral records shall be regularly monitored by the Financial Institution and shall be reconciled to the records of the Trustee daily. The books, accounts, and collateral records of the Financial Institution pertaining to such Deposits and Collateral shall be open at all reasonable times during normal business hours to the inspection of the Treasurer or its authorized representatives. The Financial Institution shall provide all reports reasonably required by the Treasurer and shall authorize the Trustee to provide any information reasonably requested by the Treasurer or its auditors pertaining to such Deposits and Collateral.

The Financial Institution hereby represents that it shall pledge as security for Deposits in excess of the amount insured by the FDIC only those Securities in which it is the legal and actual owner, free and clear of all other liens or claims, and that the same Securities shall be pledged in their entirety to the Treasurer so that the Treasurer can exercise its rights to sell the Collateral upon default of the Financial Institution in accordance with Ohio law. Except for the security interest granted herein, the Financial Institution covenants that the Collateral shall remain free from any and all security interests, liens, encumbrances, claims and interests. With respect to any Securities comprising part of the Collateral, no instrument, certificate, coupon or similar writing representing such Collateral exists and if at any time during the term of this Agreement, an instrument, certificate, coupon or similar writing representing such Collateral is

issued, the Financial Institution shall immediately notify the Treasurer and shall assist the Treasurer to obtain possession of that instrument, certificate, coupon or similar writing to protect, assure or enforce the Treasurer's rights and remedies created by, provided in or emanating from this Security Agreement.

The Financial Institution further represents to the Treasurer that: (i) it is a national banking association, state chartered banking association, federal savings bank, savings and loan association or credit union duly organized and validly existing under the laws of the United States of America or the State of Ohio; (ii) it has, or will have at the time of delivery of any Collateral under this Agreement, the right power and authority to grant a security interest therein with priority over any other rights or interests therein; (iii) the execution and delivery of this Agreement and the pledge of the Collateral hereunder has been approved by its Board of Directors or its Loan Committee; and (iv) the execution and delivery of this Agreement and the pledge of the Collateral hereunder will not violate or be in conflict with its Articles of Association or Certificate of Incorporation or By-Laws of the Financial Institution, any agreement or instrument to which the Financial Institution may be a party, any rule, regulation or order of any banking regulator applicable to the Financial Institution, or any internal policy of the Financial Institution adopted by its Board of Directors.

The Financial Institution agrees to immediately pledge additional Securities whenever necessary to ensure the full collateralization of Deposits in excess of the amount insured by the FDIC as required by law, and such additional Securities shall become part of the Collateral and subject to all terms of this Security Agreement.

Upon the Financial Institution's failure to immediately pay and satisfy upon presentment, any check, electronic funds transfer, or draft lawfully drawn upon any Deposits, or its failure to pay to the Treasurer the Deposits, either in part or in full, and any accrued interest, whenever due, the Treasurer shall have the right and power any time thereafter to recover the entire amount of money belonging to the Treasurer, then on deposit with the Financial Institution, together with all accrued interest, by sale of the Collateral. It is the express purpose of this section to authorize the Treasurer to obtain control of the Collateral pursuant to ORC and to place itself in a position where it can have the Collateral sold, without further action of the Financial Institution.

The Financial Institution hereby agrees to fully cooperate and to execute any documents reasonably necessary or appropriate in order for the Treasurer to conduct the sale of the Collateral. It is hereby fully understood that all usual and necessary expenses and commissions incurred by the Treasurer in connection with the sale or sales of the Collateral may be deducted from the proceeds of the sale. Any funds resulting from the sale or sales in excess of the amount necessary to pay the Treasurer the entire

amount of any such unpaid Deposits and the expenses of the sale or sales shall be remitted by the Treasurer to the Financial Institution.

The Financial Institution hereby irrevocably constitutes and appoints the Treasurer and any officer or agent thereof, with full power of substitution, as the Financial Institution's attorney-in-fact with full irrevocable power and authority in the place and stead of the Financial Institution and in the name of the Financial Institution or in the Treasurer's own name, from time to time in the Treasurer's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purpose of this Security Agreement. This power shall include, but not be limited to, authorizing the Treasurer to transfer or liquidate the Collateral in the event of a default, financial failure, or insolvency of the Financial Institution. In the event of a default, failure, or insolvency of the Financial Institution, the Treasurer shall be deemed to have vested full title to the Collateral pledged under this Security Agreement. This power is in addition to any other remedies that the Treasurer may have under this Security Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the Treasurer under this Security Agreement.

All powers conferred upon the Treasurer may be exercised with respect to any additional or substituted pledged Collateral that may be delivered by the Financial Institution to pursuant to ORC § 135 and pledged to the Treasurer under the provisions of this Security Agreement or the laws of Ohio.

This Security Agreement conveys a security interest in any and all Securities held by the Financial Institution that are currently pledged or will be pledged as Collateral to the Treasurer. Further, this Security Agreement conveys a security interest to the Treasurer in any proceeds of any Collateral or any substituted Collateral.

Any pledge hereunder shall be a continuing pledge and shall secure not only such Deposits that are held by the Financial Institution at the time of the transfer of the Collateral to the Treasurer hereunder, but also any and all subsequent Deposits with the Financial Institution by the Treasurer, notwithstanding the account or accounts in which such Deposits may be held or identified by the Financial Institution.

The Financial Institution shall maintain this Security Agreement among its official records continuously until such time as this Security Agreement is terminated and all Deposits have been properly paid out.

It is the express purpose of this agreement to comply with the provisions of 12 USC § 1823(e), and ORC Chapters 135 and 1309.

Nothing in this Security Agreement shall preclude the use of any Securities to secure the Treasurer's Deposits in whole or in part, including, but not limited to, irrevocable letter(s) of credit issued by a Federal Home Loan Bank naming the Treasurer as beneficiary and delivered to the Treasurer.

The pledge of Collateral by the Financial Institution to secure Public Deposits by the Treasurer shall be in addition to, and shall in no way eliminate or diminish, the insurance coverage to which the Treasurer may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the Financial Institution for the purposes of protecting the claims and rights of its depositors.

All capitalized terms not otherwise defined herein shall have the same definitions as set forth in the Agreement for Public Depositories

All the terms and provisions of this Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. This Security Agreement is not assignable or transferable unless the Financial Institution merges with another qualified financial institution or a transfer occurs pursuant to Ohio or federal regulatory law.

This Security Agreement may be executed in one or more counterparts (including by facsimile transmission), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Security Agreement by email (PDF) or telecopy shall be effective as delivery of a manually executed counterpart of this Security Agreement.

[Remainder of Page Intentionally Blank. Signatures on Following Page.]

By signing below, the authorized designee of the Board of Directors shall cause the Financial Institution to enter into this Security Agreement.

**FINANCIAL INSTITUTION:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**STATE TREASURER OF OHIO**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## Checklist for Agreement for Deposit of Public Funds

### Please do not submit 2-sided copies as this increases processing time

- \_\_\_\_\_1. Complete all elements of the **Application and Agreement for Deposit of Public Funds**. Return an executed original to the State Treasurer of Ohio (“Treasurer”) at the address below. **INCOMPLETE SUBMISSIONS WILL BE RETURNED AND MAY DELAY THE APPROVAL PROCESS**. Upon approval by the Ohio Board of Deposit, the Treasurer will execute the Agreement and will return one **(1)** copy to the Financial Institution. **These documents shall be maintained as an official record of the Financial Institution.**
  
- \_\_\_\_\_2. Identify the manner in which you will be meeting the collateral requirements of Ohio Revised Code (“ORC”) § 135.18 from the list below. Follow the instruction listed for each selection.
  - A. Trustee approved by the Superintendent of Financial Institutions will hold securities pledged to the Treasurer.
    - \_\_\_\_\_ Enclose a signed original of the **Trustee Agreement for Securities Pledged as Collateral to the Treasurer**, executed by both the Financial Institution and the qualified Trustee.
  
    - \_\_\_\_\_ Submit a signed original of **Schedule 2, the Trustee’s Certificate of Eligibility**, to be completed by the Trustee.
  - B. The Federal Home Loan Bank will hold securities pledged to the Treasurer.
    - \_\_\_\_\_ Enclose a signed original of the **Trustee Agreement with the Federal Home Loan Bank for Securities Pledged as Collateral to the Treasurer**, executed by both the Financial Institution and the Federal Home Loan Bank.
  - C. The Federal Reserve Bank of Boston will hold securities pledged to the Treasurer.
    - \_\_\_\_\_ Enclose a signed original of **Exhibit A, Collateral Election Certification**.
  - D. Deposits requested are less than ninety (90) percent of the current FDIC insurance limit. Deposits, with any associated accrued interest, will be fully secured by federal deposit insurance at all times.
    - \_\_\_\_\_ Enclose a signed original of **Exhibit A, Collateral Election Certification**.
  - E. Deposits will be secured by a letter of credit permissible under ORC § 135.18.
    - \_\_\_\_\_ Enclose a signed original of **Exhibit A, Collateral Election Certification**.
  - F. Deposits will be secured under the Ohio Pooled Collateral Program.
    - \_\_\_\_\_ Enclose a signed original of **Exhibit A, Collateral Election Certification**.
  
- \_\_\_\_\_3. Enclose one **(1)** copy of the signature page and Schedule RC of the Financial Institution’s most recent Report of Condition (Call Report). Verify that the Title of Authorized Officer listed on page 2 of the Agreement agrees with the authorized signer’s title on the left side of the signature page. Verify that the Total Assets of the Financial Institution listed on page 3 of the Agreement match exactly the amount reported on Schedule RC of the Report of Condition (Call Report).
  
- \_\_\_\_\_4. Compile all completed documents and submit packet to:
  - State Treasurer of Ohio
  - Attention: Trust Operations Manager
  - 30 E. Broad Street, 9th Floor
  - Columbus, Ohio 43215-3461