

**STATE OF OHIO
OFFICE OF THE TREASURER**

**APPLICATION AND AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
for the period of July 4, 2016 through July 1, 2018**

Application for Deposit of Public Funds

Financial Institution Name: _____

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

City, State, Zip: _____

Branch locations, if applicable (attach separate sheet if necessary): _____

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: _____

Location: _____

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 4, 2016 and ending July 1, 2018 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.
- 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.

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.

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) 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.

OR

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

This Agreement, upon execution by the Financial Institution and Treasurer and approval by the Board of Deposit, shall be binding upon the Financial Institution thereafter. All Deposits held by the Financial Institution shall be governed by the terms and conditions of this Agreement, unless the Financial Institution also enters into a Banking Services Agreement as discussed below, in which case the Banking Services Agreement shall control and shall incorporate all of 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 from the other party. Upon termination, the Financial Institution shall immediately return Deposits to Treasurer.

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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in a court of proper jurisdiction in Franklin County, Ohio.

ASSIGNMENT

Neither this Agreement nor any portion thereof shall be assigned without prior written approval from the Treasurer.

AUDITOR OF STATE FINDINGS

The Financial Institution affirmatively represents and warrants to the Treasurer that it is not subject to a finding for Recovery under ORC § 9.24 or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Financial Institution agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties, and any funds deposited by the Treasurer hereunder shall be immediately repaid to the Treasurer, or any action for recovery of funds may be immediately commenced by the Treasurer for recovery of said funds.

BUSINESS EXPENSES

Unless expressed otherwise in this Agreement, the Financial Institution shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

CONFLICT OF INTEREST

No personnel of the Financial Institution or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work hereunder is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the implementation of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to carrying out said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, shall immediately disclose his or her interest to the Treasurer in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Treasurer shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

DRUG-FREE WORKPLACE

The Financial Institution agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The Financial Institution shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

INDEMNIFICATION

The Financial Institution shall be liable for and shall indemnify the Treasurer against any and all losses, damages, costs, and expenses (including reasonable attorney fees), liabilities, claims, and demands for any action, omission, information, or recommendation in connection with this Agreement constituting a breach or violation of its fiduciary duties under applicable law, or a material breach of any agreement, representation, warranty, or covenant made herein by the Financial Institution. The Financial Institution shall have no liability hereunder in the absence of negligent, reckless, or willful misconduct on the part of itself or its agents.

LIMITATION OF TREASURER'S LIABILITY

Any dispute arising pursuant to this Agreement, which cannot be mutually settled by the parties, must be filed in a court of competent jurisdiction in Franklin County, Ohio. The Treasurer's liability for damages, shall only be assessed by a court and/or a jury, and in any event, shall not exceed the total amount of compensation payable to the Financial Institution or the amount of direct damages incurred by the Financial Institution, whichever is less. The Financial Institution's sole and exclusive remedies for the Treasurer's failure to perform under this Agreement shall be as set forth in this paragraph. IN NO EVENT SHALL THE TREASURER BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL

DAMAGES INCLUDING LOSS OF PROFITS, EVEN IF THE TREASURER KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

MERGER AND ORDER OF PRIORITIES

If the Financial Institution responds to the Board of Deposit Request for Proposal and is awarded Active Deposits by the Board pursuant to ORC § 135.12, which results in a Banking Services Agreement between the Board/Treasurer and the Financial Institution, that Banking Services Agreement will incorporate all of the terms and conditions set forth within this Agreement for Deposit of Public Funds. For all other Financial Institutions that apply for Interim Deposits only and do not respond to the Request for Proposal, the terms contained in this Agreement represent the entirety of the Agreement between Treasurer and the Financial Institution, and shall supersede any existing Agreement between the Treasurer and the Financial Institution containing general or conflicting terms and/or conditions. All amendments to this Agreement must be approved in writing by all parties.

NONDISCRIMINATION

The hiring of employees for the performance of work under this Agreement shall be done in accordance with ORC § 125.111. The Financial Institution shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, natural origin, ancestry, sex, sexual orientation, age, handicap, or disability, as such terms are defined in the Americans with Disabilities Act. For any such violation, the Financial Institution shall suffer such penalties as provided for in ORC § 153.60 or as otherwise provided by law.

NO THIRD-PARTY BENEFICIARIES

In performing hereunder, the Financial Institution is acting solely on behalf of the Treasurer and no contractual or service relationship shall be deemed to be established hereby between the Treasurer and any other person.

NOTIFICATION

All general notifications, unless otherwise specified in this Agreement, shall be directed to the following:

As to the Treasurer:

State Treasurer of Ohio
Director, Trust Department
30 East Broad Street, 9th Floor
Columbus, OH 43215-3461

As to the Financial Institution:

OHIO ETHICS LAW AND CAMPAIGN CONTRIBUTIONS

By signing this Agreement, the Financial Institution certifies that it is currently in compliance with and will continue to adhere to the requirements of Ohio Ethics Law as provided by ORC Chapter 102. The Financial Institution further certifies that neither the Financial Institution nor any of the Financial Institution's partners, officers, directors, shareholders, nor the spouses of any such person have made contributions in excess of the limitations specified in ORC § 3517.13.

RELATED CONTRACTS

The work contemplated in this Agreement is to be performed by the Financial Institution, who may subcontract without the Treasurer's approval for the purchase of articles, supplies, components, or services that do not involve the type of work or services herein described, but which are required for its satisfactory completion. The Financial Institution shall not enter into other subcontracts without written approval by the Treasurer. The Financial Institution shall be liable for all damage or harm caused by the negligent, reckless or willful misconduct of itself, its agents and its sub-contractors.

RESPONSIBILITY FOR CLAIMS

The Financial Institution agrees to hold the Treasurer harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder.

SEVERABILITY CLAUSE

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, and each such other provision shall be construed and enforced as if the invalid, illegal or unenforceable provision were not contained herein.

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.

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. The President or any Vice President, or any executive officer of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this _____ day of _____, 20____.

Financial Institution Authorized Signature

Printed Name

Title

Date

Attest
Financial Institution Authorized Signature

Printed Name

Title

Date

State Treasurer of Ohio 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 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.

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:

1st. 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.

2nd. To execute on behalf of this Financial Institution a Security Agreement and a Trustee Agreement, and any and all contracts which may be required by the Treasurer, should this Financial Institution be designated a Depository.

3rd. 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.

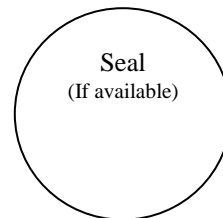
BE IT RESOLVED FURTHER, that the Agreement and the pledge of Securities approved by this Resolution shall be an official record of this Financial Institution.

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, 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 to the Treasurer a security interest in eligible Securities acceptable to the Treasurer, in an amount required by the Treasurer, but not less or greater than the amount required by law. Such Securities shall be placed on deposit with a trustee as defined in ORC § 135.18(J) ("Trustee"), and are hereby pledged to the Treasurer. 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 Securities.

The Financial Institution certifies it will maintain separate and complete records related to all such Securities 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 the Securities securing such Deposits 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 the Securities securing such Deposits.

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 Securities upon default of the Financial Institution in accordance with Ohio law.

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 be 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 Securities. 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 Securities. 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 Securities 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.

All powers conferred upon the Treasurer may be exercised with respect to any additional or substituted pledged Securities which may be delivered by the Financial Institution to the Treasurer under the provisions of this Security Agreement or the laws of Ohio.

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 other eligible form of collateral 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.

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

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

Name of the Financial Institution

Signature

Printed Name

Title

Date

STATE TREASURER OF OHIO

Signature

Printed Name

Title

Date

Exhibit A

Collateral Election Certification

_____ (“Financial Institution”)
hereby gives notice to the State Treasurer of Ohio (“Treasurer”) that Treasurer’s 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: (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 located in this state, pursuant to ORC § 135.18(D)(2), delivered to and held by the Treasurer.

- _____ Deposits shall be secured by a surety bond pursuant to ORC § 135.18(D)(10), which shall be approved by Treasurer. (A copy of the surety bond shall be on file with the Treasurer)

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

STATE TREASURER OF OHIO

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 two **(2)** executed originals 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 three **(3)** signed originals of the **Trustee Agreement for Securities Pledged as Collateral to the Treasurer**, executed by both the Financial Institution and the qualified Trustee.

 - _____ Submit three **(3)** signed originals of **Schedule 2, the Trustee’s Certificate of Eligibility**, to be completed by the Trustee.
 - B. The Federal Home Loan Bank of Cincinnati will hold securities pledged to the Treasurer.
 - _____ Enclose three **(3)** signed originals of the **Trustee Agreement with the Federal Home Loan Bank of Cincinnati for Securities Pledged as Collateral to the Treasurer**, executed by both the Financial Institution and the Federal Home Loan Bank of Cincinnati.
 - C. The Federal Reserve Bank of Boston will hold securities pledged to the Treasurer.
 - _____ Enclose two **(2)** signed originals 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 two **(2)** signed originals of **Exhibit A, Collateral Election Certification**.
 - E. Deposits will be secured by a letter of credit permissible under ORC § 135.18.
 - _____ Enclose two **(2)** signed originals of **Exhibit A, Collateral Election Certification**.
 - F. Deposits will be secured by a surety bond meeting the surety bond requirements detailed at: www.ohiotreasurer.gov, *About, Financial Institutions*.
 - _____ Enclose two **(2)** signed originals 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