



APPLICATION FOR ISSUANCE OF IRREVOCABLE LETTER OF CREDIT TO SECURE MUNICIPAL TRANSACTIONAL DEPOSIT ACCOUNTS (REFUNDABLE)

Pursuant to that certain Irrevocable Letter of Credit Reimbursement Agreement (the "Reimbursement Agreement") by and between the Federal Home Loan Bank of New York (the "Bank") and \_\_\_\_\_ (the "Customer"), Customer hereby makes application to the Bank for the issuance of a Refundable Municipal Letter of Credit having the terms and issued to the Beneficiary specified below. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Reimbursement Agreement.

A. GENERAL INFORMATION

- 1. Municipality (Beneficiary): \_\_\_\_\_
Contact Name and Title: \_\_\_\_\_
Phone and Fax Number: P: \_\_\_\_\_ F: \_\_\_\_\_
Address: \_\_\_\_\_
Banking Development District: (Required for New York State Thrifts and Savings Bank) \_\_\_\_\_
2. Credit Amount: \$ \_\_\_\_\_
3. Effective Date: \_\_\_\_\_
4. Expiration Date: \_\_\_\_\_

B. DEPOSIT INFORMATION

- 1. Transaction Account Name \_\_\_\_\_
2. Transaction Account Number \_\_\_\_\_
3. Estimated Highest Balance \$ \_\_\_\_\_
4. Deposit Type [ ] City [ ] Municipal [ ] State [ ] Court [ ] BBD [ ] NYSCDP

D. CUSTOMER AGREEMENTS AND REPRESENTATIONS:

- 1. Customer agrees, in applying for a Refundable Municipal Letter of Credit, to all terms, conditions, or provisions in the Bank's Reimbursement Agreement, or any addendum thereto.
2. Customer agrees to pay to the Bank a market based origination fee equal to one eighth of one percent (0.125%) per annum, based upon a 365 day year, of the principal amount of the Letter of Credit (the "Credit Amount"). Such origination fee shall be due and payable on the Effective Date and on each renewal ("Renewal") until the Refundable Municipal Letter of Credit is no longer outstanding. Said fee will be debited when due by the Bank to Customer's demand deposit account(s) at the Bank. On the Refundable Municipal Letter of Credit's Expiration Date (or Renewal Date, as the case may be), the fee, based upon a certification by an officer of Customer as to the highest account balance, will be re-calculated based upon the highest balance in the transaction account; if such amount is lower than the Credit Amount, the difference in fee shall be refunded to the Customer. Upon a renewal of the Refundable Municipal Letter of Credit, the fee shall be calculated based on the Credit Amount. In the event of a cancellation of the Refundable Municipal Letter of Credit prior to its Expiration Date, the Bank shall calculate the fee reimbursement to the date of cancellation based on Customer's certification as to the highest balance for that period. If such amount is lower than the Credit Amount for that period, the difference shall be refunded to the Customer. The fee for the remaining term to the Expiration Date shall be calculated upon the Credit Amount and shall not be refundable. Upon a reimbursement of the Refundable Municipal Letter of Credit fee, the Bank shall charge the Customer an administration fee in the amount of \$100 for the transaction. Upon a draw on the Refundable Municipal Letter of Credit, the Bank shall charge the Customer a draw fee in the amount of \$100.
3. Customer agrees to supply to the Bank copies of supporting documentation evidencing the deposit or deposit account relationship between Customer and Beneficiary as requested by Bank from time to time.

\_\_\_\_\_[Name of Customer]

Date of Application: \_\_\_\_\_

By: \_\_\_\_\_ (Must be an authorized signatory)

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